

Subject: FN 0002303355. New evidence: Investigation of Depriests, MCLM, affiliates. Auction 61, Maritel, WPV etc
Date: Sunday, May 23, 2010 10:33 PM
From: Warren Havens <warren.havens@sbcglobal.net>
To: Gary Schonman <gary.schonman@fcc.gov>, Brian Carter <brian.carter@fcc.gov>
Cc: Scot Stone <Scot.Stone@fcc.gov>, jeff tobias <jeff.tobias@fcc.gov>, d brown <d.c.brown@att.net>, <RFox@mintz.com>, Jason Smith <jsmith@maritelusa.com>, Jimmy Stobaugh <jstobaugh@telesaurus.com>, "warrenhavens@mac.com" <warrenhavens@mac.com>
Conversation: FN 0002303355. New evidence: Investigation of Depriests, MCLM, affiliates. Auction 61, Maritel, WPV etc

Second try: this time addressed to the right Gary.

(I recalled the email below from the other Gary [ID now deleted in this final filing]: he has no relation to this matter.)

- W. Havens

----- Forwarded Message -----

From: Warren Havens <warren.havens@sbcglobal.net>
To: Gary ----- <----->; Brian Carter <brian.carter@fcc.gov>
Cc: Scot Stone <Scot.Stone@fcc.gov>; jeff tobias <jeff.tobias@fcc.gov>; d brown <d.c.brown@att.net>; RFox@mintz.com; Jason Smith <jsmith@maritelusa.com>; jstobaugh@telesaurus.com; warrenhavens@mac.com
Sent: Sun, May 23, 2010 10:23:03 PM
Subject: FN 0002303355. New evidence: Investigation of Depriests, MCLM, affiliates. Auction 61, Maritel, WPV etc

Mr. Schonman and Mr. Carter:

And Mr. Tobia and Mr. Stone for the WTB [*]

Attached are certain documents relevant to the above-referenced investigation [*] --

- (i) 5.23.10. Peter Hamer (PH) Curriculum Vitae Jan. '10.
- [1] 5.23.10. fr PH. Depriest (1) largest MCT owner, (2) \$12 million bond fraud.
- [2] 5.23.10. fr PH. Depriest. MCT revenues 2004-2003 well over \$70 million.
- [3] 5.23.10. fr PH. Ap '10 Crt Compl. Depriest 2003 MCT warrants & income to Phillips group.
- [4] 5.23.10. fr PH. '07 Depriest (1) Director BioVentures with massive profits (2) 'our sale' of MCT, etc.
- [5] 5.23.10. fr PH. Feb '10- Phillips Group Warrants in MCLM, related to FCC licenses, Depriest MCLM manager.
- [6] 5.23.10. fr PH. Aug '09 Third Bank v Depriest, \$300k note, false reps, and Chapter 11 likely.
- [7] 5.23.10. Aug 2002. MCLM. 1.41 response. auc 61- another copy to FCC Enforcement.

The first 7 attachments (up to item '[7]') add important new evidence to make additionally clear that Donald and Sandra Depriest and MCLM, with John Reardon and Dennis Brown, have for years deliberately and repeatedly violated FCC rules, the Communications Act, and the US criminal code, in submitting numerous

fraudulent filings under penalty of perjury before the FCC to obtain AMTS licenses and license-bidding discounts, and in relation to Maritel, Wirelsss Properties of Virginia, and other matters.

(Documents previously submitted, including those with testimony in the case of Oliver Phillips vs. Donald Depriest [that Mr. Phillips won for over \$12 million in 2009] further show that Mr. Depriest engaged in wireless license matters before the FCC prior to these AMTS licensing matters, in a similar fashion: hiding other persons with disclosable interests.)

This entirely disqualifies MCLM from holding any geographic (or site-based) AMTS licenses, among other ramifications, based on Section 1.2015, the Commission's decision as to what that rule means when it implemented it (with regard to disqualification for any change in bidder size, or any change in control: both of which MCLM unquestionably engaged in after its Form 175 deadline in Auction 61) other FCC rules, and applicable court precedent. There is no question as to these facts or the applicable law.

These attached documents were sent last week to our office by Peter Harmer of Nashville TN. His resume is attachment '(i)' hereto (and also included in the other attachments behind his cover statement). He has given me and my companies permission to provide the attached documents to the FCC for purposes of your investigation, as his cover statement explain.

As Mr. Harmer explained to me, he has a long history of direct dealings with Donald Depriest and Mr. Depriest's financing agents and affiliates.

I and my companies have no past or current business or other relations with Mr. Harmer. He contacted us, along with others that have had, in the relevant time period of your investigation, direct financial and business dealings with Donald Depriest, Sandra Depriest, John Reardon, MCLM and affiliated parties.

Notes on the attached documents, that I added, explain some of the more obvious significance to your investigation, including-- in the Auction 61 relevant periods of time -- including--

(1) Donald Depriest (D. Depriest) was the manager officer that is, in real life, executing major business transactions for MCLM. That is an "officer" in fact (under all relevant statutory and case law), regardless of whatever names, re-naming, and games are now employed by Sandra and Donald Depriest to suggest otherwise.

- He and Sandra Depriest and Dennis Brown in fact falsely state otherwise in their sworn FCC filings: that is fraudulent and criminal, apart from a disqualifying violation of FCC rules and the Communications Act.

(2) Donald Depriest was the majority shareholder of, and the Chairman officer of, MCT Corp. (while later called honorary "Chairman" or other such title for FCC cover-up purposes, he acts as an "officer" as that term is defined in statutory and case law). MCT had well over \$70 million in gross revenues in the relevant years, as Donald Depriest reports herein.

- He and Sandra Depriest and Dennis Brown in fact falsely state otherwise in their sworn FCC filings: that is fraudulent and criminal, apart from a disqualifying violation of FCC rules and the Communications Act.

- They further falsely recently stated to the FCC they had no ability to obtain MCT records: no one can be the majority shareholder and Chairman and not have

the company records for the period of those positions-- even for tax purposes those must be kept.

(3) Donald Depriest was a Director (on the Board) of Bioventures that, he writes in an enclosed document, had "massive profits."

- He and Sandra Depriest and Dennis Brown in fact falsely state otherwise in their sworn FCC filings: that is fraudulent and criminal, apart from a disqualifying violation of FCC rules and the Communications Act.

(4) Donald Depriest, signing as Manager of MCLM, issued warrants in MCLM the day before MCLM had to pay the FCC for its auction 61 high bids, when it borrowed over \$730,000 (in addition to past debt), and in issuing the ownership warrants, MCLM did not disclose the control that said ownership would result in, but had a condition that the ownership would not be passed to the warrant holders until "the license" of MCLM was received (this was agreed to on the eve of MCLM paying for the noted FCC license authorizations).

This appears to be a undisclosed controlling interest, or at least one that caused the warrant holders to be affiliates, such as by having ownership sufficient for a board seat or other level of control. This loan was on the very eve of the payment deadline, and leverage was likely in that case. No one accepts warrants that have not described ownership percentage and character: that was undisclosed in the official documents attached, as was the condition that "the license" had to be issued first-- but the Plaintiff attorney stated this condition in attempting get performance under the warrants, as on attached document shows at the end.

- He and Sandra Depriest and Dennis Brown in fact falsely state otherwise, by lack of disclosure, in many rounds of sword denials as to affiliates and relations of this sort: that is fraudulent and criminal, apart from a disqualifying violation of FCC rules and the Communications Act.

(5) One attachment, a 2009 court judgment and related documents, shows that, to get a \$300,000 bank loan in 2007, Donald Depriest made false representations and warranties that there was no government proceedings against him: the Auction 61 proceeding named him directly, as did two court cases against him and MCLM (that were disclosed to the FCC including in the Auction 61 proceeding).

- This is misrepresentation of the status of FCC licensing proceedings, and related court proceedings that the Depriest litigation counsel argued to the courts was fully under FCC exclusive jurisdiction and indeed field preemption under Section 332 of the Communications Act.

- While the Depriest litigation attorneys "at law" are busy bamboozling US and California courts that Depriest will take care of all challenges at the FCC where they belong, and while he hides in those FCC proceedings behind his wife, he tells his lender bank that there are no proceedings at all going on, then uses the loan to pay Dennis Brown to cover up at the FCC.

- - - - -

We have been receiving many other documents -- including from other sources that came to us of their own accord who have direct knowledge of additional facts of decisional importance. Our office will complete review of and then send to you quite a few to you that are also relevant, in the near future, after reconfirming from the sources their permission to provide these on non-confidential or confidential basis, etc.

[*] My companies plan to use the attached in the Section 309 petitions to deny and reconsideration proceeding pending before the FCC related to the matters under your investigation at an appropriate point, but it is clear that your investigation is the means that, at this time, the FCC has elected to use regarding the subjects of the Section 309 proceeding. When we use the attached documents in said Section 309 proceeding, we expect to get into analysis of these and related documents.

However, to keep that Section 309 proceeding up to date, we will file this email and its attachments in that proceeding at this time.

That filing will include a service list including companies to whom MCLM is attempting to sell or lease AMTS spectrum: They all have more than sufficient knowledge of the fraud involved to make their purchase and lease attempts deliberate aiding and abetting. Their attorneys cannot mask that, and are also implicated.

Sincerely,
Warren Havens

President
Skybridge Spectrum Foundation

ATLIS Wireless LLC

Environmental LLC
Verde Systems LLC
Telesaurus Holdings GB LLC
Intelligent Transportation & Monitoring Wireless LLC
Berkeley California

www.scribd.com/warren_havens <http://www.scribd.com/warren_havens>

www.atliswireless.com <<http://www.atliswireless.com>>

www.tetra-us.us <<http://www.tetra-us.us>>

510 841 2220 x 30

510 848 7797 -direct

From:

out of the Jackson firm by end of July at least, if you don't get it sooner fro

PETER STUART RICHARD HARMER

P.O. Box 159341
Nashville, Tennessee 37215
Telephone: (615) 962 2145
E-mail: psrharmer@aol.com

PROFESSIONAL EXPERIENCE

Consultant

January, 1988 – present

Assist non-competitive ventures on marketing opportunities in international markets including:

gBk Consultants Limited, London, England

Founding member of cross-jurisdictional company engaged in promoting exports, trade and investment with European Union and Near East companies.

GMT, London, England

Founding member of company to provide national photo ID card system in the UK that had multimodal capability employing finger printing, facial mapping and iris scanning with secure wireless information transmission technology.

Corporate Realty Advisors, Inc., Nashville

Director of Marketing and founding member of company that developed computer software to monitor and analyze real estate holdings of multi-location businesses.

Lloyd's of London, London, England

Underwriting Member (Name)

Vereins-und Westbank AG, Hamburg, Germany

Vice President – Marketing. Assisted in the opening of the Atlanta office and introduced the largest regional bank in Northern Germany with assets in excess of \$9 Billion to the Southeastern US wholesale corporate market promoting exports.

Consultant

Tennessee Valley Authority, Knoxville, Tennessee

Served as the first international marketing representative of the largest Federally-owned multi-resource utility in the Nation under a personal services contract. Developed the Agency's first international marketing program. Promoted foreign reverse investment in the 7 state Tennessee River Valley region.

United American Bank, Knoxville, Tennessee

Developed business relationships between members of various National pavilions and exhibitors and the Bank during the 1981 Knoxville World's Fair.

Pan East International N.V., Paris, France

Served as international financial trade consultant with former Vice President of the United States in New York and Paris with company engaged in supplying military uniforms to Saudi Arabia under government contract. Negotiated letter of credit facilities with major international banks in New York and Paris; handled purchase and sale of foreign exchange; negotiated terms of payment with suppliers in Far East, Europe and the United States.

State of Tennessee, Nashville, Tennessee

Director of International Marketing. Appointed by Governor Lamar Alexander to head the International Division of the Tennessee Department of Economic and Community Development. Developed a program for attracting foreign capital investment for the State.

Third National Bank in Nashville, Nashville, Tennessee

Vice President - Organized Bank's international department and offshore branch in the Cayman Islands. Supervised direct foreign loans; managed Euro-currency deposits; traveled extensively to Canada, Central and South America, Europe and the Middle and Far East to supervise corporate and correspondent bank relationships.

PROFESSIONAL ACTIVITIES

- **December, 1988** – Participated in the sponsorship and organization of the **Sixth Annual Report of the Secretaries of State of the United States** in Nashville that included Dean Rusk (1961–1969), William Rogers (1969 – 1973), Henry Kissinger (1973 – 1977), Cyrus Vance (1977 – 1980), and Edmund Muskie (1980) conducted by the **Southern Center for International Studies**, Atlanta, Georgia
- **April, 1982** - First Place for three successive years (1980, 1981, 1982) American Institute of Banking Public Speaking Contest
- **December, 1981** - Re-appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Malcolm Baldrige
- **April, 1978** - Appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Juanita Kreps
- **September, 1974** - Invited to participate in the **Foreign Study Seminar** sponsored by the American Bankers Association in London, England; Munich, Germany; and Vienna, Austria
- **June, 1974** - Represented the United States at the **International Banking Summer School**, Helsinki, Finland
- **July, 1973** - **School for International Banking**, University of Colorado, Boulder, Colorado
- **March, 1972** - Appointed to **Regional Export Expansion Council** by U.S. Secretary of Commerce, Peter Peterson
- **1970 to 1979** - Taught “**International Banking**” to members of the Nashville chapter of the American Institute of Banking

EDUCATION

Vanderbilt University
Nashville, Tennessee - **Bachelor of Arts**

Choate School
Wallingford, Connecticut

Le Rosey
Rolle, Switzerland

Buckley School
New, York, New York

PERSONAL

- Born in **New York, New York**
- Maintain dual nationality in the **United States** and **United Kingdom** - **European Community**
- Speak fluent French.

D Depriest:

(2) Tries to sell a fraudulent foreign-nation bond for with face value of \$25 million, and

(3) holds one million shares, the majority de-jure controlling interest in MCT Corp, and sells those or much of those.]

PETER HARMER

May 13, 2010

Jimmy Stobaugh
Telesaurus Holdings
2649 Benvenue Avenue
Berkeley, California 94704

Dear Mr. Stobaugh,

Under separate cover, I have faxed 5 documents to you concerning the request by Robert Sullins, formerly First Vice President – Investments and Financial Consultant, Smith Barney Citigroup, Nashville, to negotiate a bearer bond on behalf of Donald R. DePriest.

On September 13, 2007, Sullins asked me to redeem a 20 year bearer bond issued by Banco Central de Venezuela in the amount of US\$ 25,000,000.00 (#743) maturing on September 14, 2018 on behalf of his client, Donald R. DePriest.

A copy of the bond was Emailed to the offices of Capital Leasing and Finance and then forwarded to me by personnel at Capital Leasing (Fax pages 1,2)

On September 27, 2007, I faxed a copy of the bond to Mark Stumpf, Arnold & Porter, LLP, Washington, DC for his review and comment regarding the value and negotiability of the instrument (Fax page 3).

Mr. Stumpf specializes in international financial transactions in the public and private sectors. He advises foreign governments and has served as Counsel to the Government of the Bolivarian Republic of Venezuela for over twenty-five years on numerous transactions (Fax page 4).

On October 12, 2007, Mr. Stumpf Emailed me and notified me that the bond that I submitted on behalf of Sullins/DePriest for redemption was a fraud seeking to mislead investors (Fax page 5).

I notified Sullins and DePriest accordingly.

Mr. Stumpf had requested that I find out as much information as I could about the transaction and the origin of the bond but both Sullins and DePriest never furnished any details about the bond.

It should be noted that DePriest telephoned me on numerous occasions to inquire about the status of my attempt to negotiate the instrument. DePriest had told me that he was in need of funds and was hoping that the bond was negotiable and of value.

This request occurred within 90 days of the sale of one of his companies, MCT, which had yielded a substantial amount to DePriest, personally, as the largest stockholder with one million shares of the company.

This information is being furnished voluntarily by me without coercion and without remuneration of any kind. The information is true and has been submitted to you under penalty of perjury.

I understand and accept that this information might become part of the public domain and might be requested under the Freedom of Information Act and might be disclosed in any FCC decision or action involving your business activity.

Sincerely,

/s/ Peter Harmer

Peter Harmer

PO Box 159341
Nashville, Tennessee 37215

Phone/Fax: (615) 567 6069
Mobile: (615) 962 2145
Email: psrharmer@aol.com

PETER STUART RICHARD HARMER

P.O. Box 159341
Nashville, Tennessee 37215
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- **December, 1988** – Participated in the sponsorship and organization of the **Sixth Annual Report of the Secretaries of State of the United States** in Nashville that included Dean Rusk (1961–1969), William Rogers (1969 – 1973), Henry Kissinger (1973 – 1977), Cyrus Vance (1977 – 1980), and Edmund Muskie (1980) conducted by the **Southern Center for International Studies**, Atlanta, Georgia
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Nashville, Tennessee - **Bachelor of Arts**

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Wallingford, Connecticut

Le Rosey
Rolle, Switzerland

Buckley School
New, York, New York

PERSONAL

- Born in **New York, New York**
- Maintain dual nationality in the **United States** and **United Kingdom** - **European Community**
- Speak fluent French.

PETER HARMER

May 12, 2010

Jimmy Stobaugh
Telesarus Holdings
2649 Benvenue Avenue
Berkeley, California 94704

Dear Mr. Stobaugh,

Please accept this letter as my unconditional authorization to submit in any way to any party including but not limited to the Federal Communications Commission (FCC) information that I am able to provide at any time from whatever source available to me concerning the activities and business dealings of Donald R. DePriest, Sandra DePriest and John Reardon.

I understand and accept that information that I might be able to submit to you might become part of the public domain and might be requested under the Freedom of Information Act and might be disclosed in any FCC decision or action involving your business activity.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Peter Harmer

Peter Harmer

PO Box 159341
Nashville, Tennessee 37215

Phone/Fax: (615) 567 6069
Mobile : (615) 962 2145
Email: psrharmer@aol.com

Subj: **FW: bond**
Date: 9/13/2007 5:27:02 P.M. Central Daylight Time
From: vickiln@bellsouth.net
To: psrharmer@aol.com

Bob asked me to forward to you.

Vicki Noltkamper
Capital Leasing & Finance, Inc.
615-292-4466 Phone
615-292-0021 Fax

-----Original Message-----

From: Don Depriest [mailto:ddepriest@msmct.com]

~~Sent: Thursday, September 13, 2007 12:21 PM~~

To: vickiln@bellsouth.net

Subject: Fw: bond

For Bob S.

-----Original Message-----

From: "Justin shelton" <justinint@hotmail.com>

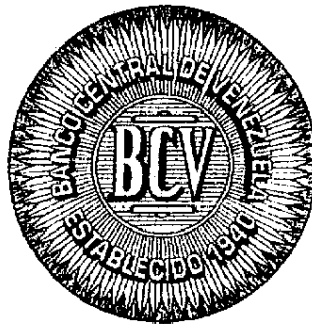
Date: Wed, 12 Sep 2007 19:26:42

To: ddepriest@msmct.com

Subject: bond

hope this comes thru, justin

Kick back and relax with hot games and cool activities at the Messenger
Café. http://www.cafemessenger.com?ocid=TXT_TAGHM_SeptHMtagline1



BANCO CENTRAL DE VENEZUELA

EMISION DE BONOS GLOBALES DE LA DEUDA PUBLICA DE LA REPUBLICA DE VENEZUELA

DECRETO N° 2575 del 15 de Julio de 1998

N° **743**

SERIE: **001 / 020**

FECHA DE EMISION: 15/09/1998

FECHA DE VENCIMIENTO: 14/09/2018

El Banco Central de Venezuela, de conformidad con lo previsto en los artículos 28, numeral 23 y 52 de la Ley especial que lo rige en concordancia con lo pautado en los artículos 1°, 3° y 5° del Decreto N°2.576 del 01 de Julio de 1998 se compromete a pagar al portador la suma de: ***** VEINTICINCO MILLONES, CON 00/100 *****
***** dólares de los Estados Unidos de América (US\$ ***** 25.000.000,00 *****), a su vencimiento, Este título devengará intereses anuales del trece cinco octavo por ciento (13. $\frac{5}{8}$ %) será pagado por el Banco Central de Venezuela a su presentante ante las taquillas del Departamento de Custodia y Administración de Valores, lo cual deberá efectuarse con una anticipación de siete (7) días hábiles bancarios por lo menos al vencimiento del mismo. Todas las acciones derivadas de este bono en contra del Banco Central de Venezuela, prescriben a los tres (3) años contados desde la fecha de su vencimiento.

Para todos los efectos derivados del presente Bono, se elige como domicilio especial, indistintamente a las Ciudades de Caracas o de Nueva York, a la jurisdicción de cuyos Tribunales quedará sometida cualquier controversia que sugiere en relación al mismo.

Caracas, 15 de Septiembre de 1998

(Firma Autorizada)

Por el Banco Central de Venezuela

(Firma Autorizada)

ARNOLD & PORTER LLP



Mark H. Stumpf
Partner

Washington, DC
tel: +1 202.942.5575
fax: +1 202.942.5999
Mark.Stumpf@aporter.com

New York
tel: +1 212.715.1065
fax: +1 212.715.1399

Practice Focus

Mark Stumpf specializes in international financial transactions in the public and private sectors. He advises foreign governments and financial services companies on financing, debt restructuring and related transactions. **Mr. Stumpf has served as counsel to the government of the Bolivarian Republic of Venezuela for over 25 years on numerous transactions, including its US\$20 billion debt restructuring under the Brady Plan, and many international capital markets and bond exchange transactions.** For his work in Venezuela, he was decorated by the President of Venezuela with the Orden de Generalísimo Francisco de Miranda (Primera Clase). He has served as principal legal advisor to the Bank of Zambia and the Ministry of Finance of Zambia in a World Bank-sponsored debt reduction operation, one of the largest ever undertaken by the World Bank in Africa. He has also acted as counsel to Colombia, Pakistan, Bosnia and Herzegovina, Romania and Moldova, among other sovereigns, in international debt transactions.

Mr. Stumpf has represented parastatal companies in financial transactions. He has also represented public international lending entities, including the World Bank, the International Finance Corporation (IFC), the Overseas Private Investment Corporation (OPIC) and others.

In the private sector, he has acted for a number of companies in their financing and acquisition activities. In this connection, he has focused on the private power, financial services and telecommunications sectors.

Representative Matters

- Bolivarian Republic of Venezuela: Exchange Offer for US\$4.4 billion of outstanding bonds
- Republic of Colombia: Issuance of Ps. 716,412,000,000 Global TES Bonds due 2015
- Bosnia and Herzegovina: Restructuring of external debt
- Bank of Zambia: IDA debt reduction transaction
- C.A. La Electricidad de Caracas: Hostile takeover transaction by The AES Corporation
- National Bank of Romania: Club loans
- International Finance Corporation: Multicountry investment fund in Africa
- OPIC: Lending activities in Central/East Europe

PRACTICE AREAS

Corporate and Securities »

EDUCATION

JD, Harvard Law School,
1972
AB, Harvard University, 1969

ADMISSIONS

District of Columbia
New York



FACSIMILE

Date: September 27, 2007

**To: Mark Stumpf
Arnold & Porter LLP
Washington, DC**

Fax : (202) 942 5999

From: Peter Harmer

Fax: (615) 567 6069

Re: Banco Central de Venezuela - Bond

Number of Pages (including this page): 2

Comments:

Mr. Stumpf,

It was a pleasure meeting you this afternoon by telephone.

Please find attached the instrument discussed during our conversation.

I await your comments.

Kindest regards,

Peter Harmer

PO Box 159341

Nashville, Tennessee 37215

(615) 943 8771

The information is intended only for the individual named above. If you are not the intended recipient or the person responsible for delivering the fax to the intended recipient, be advised that you have received the fax in error. If you have received this fax in error, please notify the sender at (615) 567 6069 as soon as possible.

Subj: **BCV bond**
Date: 10/12/2007 9:17:58 A.M. Central Daylight Time
From: Mark_Stumpf@aporter.com
To: Psrharmer@aol.com

Sorry for the delay in responding. The terms of the Banco Central de Venezuela bond you faxed to us are virtually the same as the terms of a bond issued by Republic of Venezuela (now the Bolivarian Republic of Venezuela) on Aug. 6, 1998 maturing Aug. 15, 2018 at 13-5/8% interest. That issuance was underwritten by JP Morgan, Credit Suisse and ABN Amro. Banco Central is not an obligor on these bonds. They are global bonds held in the clearing systems without individual certificates.

We have no knowledge that Banco Central issued bonds of the same terms. We would certainly have been aware of such an issuance in connection with our work on the Republic's bonds. We would conclude, subject to verifying the matter with BCV, that the bond you were given is a fraud, seeking to mislead investors that it is the same as the Republic issuance mentioned above.

We would be interested in knowing any of the facts and circumstances surrounding this matter, including name of the person who gave you the bond. We look forward to hearing from you when convenient.

In the meantime, we will check with Banco Central on the matter.

Thanks.

This communication may contain information that is legally privileged, confidential or exempt from disclosure. If you are not the intended recipient, please note that any dissemination, distribution, or copying of this communication is strictly prohibited. Anyone who receives this message in error should notify the sender immediately by telephone or by return e-mail and delete it from his or her computer.

Mark Stumpf	Mark_Stumpf@aporter.com
Arnold & Porter LLP	Telephone: 202-942-5575
555 Twelfth Street, NW	Fax: 202-942-5999
Washington, DC 20004-1206	

For more information about Arnold & Porter LLP, click here:
<http://www.arnoldporter.com>

Friday, October 12, 2007 AOL: Psrharmer

Notes in highlights by
W. Havens

D Depriest, Chariman of MCT Corp.
and (see other P Hamer - provided document) is its
majority owner (=de jure controller) with over 1
million shares, and is its Chariman (controller on that
basis also).

MCT Corp is thus an affiliate of MCLM (as we have
shown since 2005 to the FCC-- evidence simply
building now, but always clear.

PETER HARMER

Shown here: MCT had scores of millions in gross
revenues in the relevent years. Sale proceeds are
part of gross revenued.

MCLM and Depriests kept this hidden from FCC, and
denied it - outright fraud. This has been clear for a
long time.

FCC funds, via TDF and FCC staff (on TDF and that
fail to act against MCLM and Depriest since 2005)
assist MCLM in keeping its licenses and selling them
off to railroads, State entities, etc.

May 12, 2010

Jimmy Stobaugh
Telesarus Holdings
2649 Benvenue Avenue
Berkeley, California 94704

Dear Mr. Stobaugh,

Please accept this letter as my unconditional authorization to submit in any way to any party including but not limited to the Federal Communications Commission (FCC) information that I am able to provide at any time from whatever source available to me concerning the activities and business dealings of Donald R. DePriest, Sandra DePriest and John Reardon.

Information that has or might be furnished to you is being supplied by me voluntarily, without coercion and without remuneration of any kind. Further, information that has or will be provided has been submitted to you under penalty of perjury and will be accompanied by my statement to that effect and will be truthful and accurate to the best of my knowledge.

I understand and accept that information that I might be able to submit to you might become part of the public domain and might be requested under the Freedom of Information Act and might be disclosed in any FCC decision or action involving your business activity.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Peter Harmer

Peter Harmer
PO Box 159341
Nashville, Tennessee 37215

Phone/Fax: (615) 567 6069
Mobile : (615) 962 2145
Email: psrharmer@aol.com

PETER STUART RICHARD HARMER

P.O. Box 159341
Nashville, Tennessee 37215
Telephone: (615) 962 2145
E-mail: psrharmer@aol.com

PROFESSIONAL EXPERIENCE

Consultant

January, 1988 – present

Assist non-competitive ventures on marketing opportunities in international markets including:

gBk Consultants Limited, London, England

Founding member of cross-jurisdictional company engaged in promoting exports, trade and investment with European Union and Near East companies.

GMT, London, England

Founding member of company to provide national photo ID card system in the UK that had multimodal capability employing finger printing, facial mapping and iris scanning with secure wireless information transmission technology.

Corporate Realty Advisors, Inc., Nashville

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- Speak fluent French.



September 1, 2004

Via Telefax 615-292-0021

Mr. Robert M. Sullins
6006 Murray Lane
Brentwood, Tennessee

[2004 and 2003 noted below ("last year") are years attributable to Auction 61 gross revenue disclosures. D Depriest is, here, both the Chariman of MTC Corp. AND its majority shareholder- see other communication from P. Hamer. D. Depreist is defrauding the FCC on this (I mean the FCC under law, not what certain FCC staff have accommodated).

Dear Bob,

This is to give you a status update on MCT Corp. The company subscribers are growing at approximately 10% compounded per month. We have completed the build-out of all of the cellular systems which have GSM-Digital licenses.

[The meaning of subscribers is that they pay gross revenues. Sales of companies -- see below-- is gross income also.]

You should periodically check the company's website, www.mctcorp.net, and when you access the site, check for news and company operations. In particular, check www.coscom.uz and www.roshan.af. We do not have people on the ground in Afghanistan and initially invested no capital in this system as all the capital was provided by our partners while we provided the expertise. We have now provided the nominal statutory capital and expect our nine percent carried interest in this venture to be increased to fourteen percent. Roshan met its five-year business plan at the end of the first full year of operations.

The report on a cash sale we made last year of some of our Siberian/Far East properties to Mobile TeleSystems for over \$70 Million can be found under the MCT News. You are aware that Credit Anstaalt has been mandated to explore certain alternatives for the company including the type consideration to be received in the event of a sale of properties or stock of the company. Another asset sale is pending similar to last year's sale. I will let you know when we are free to announce information.

For our broader strategy relative to the eventual exit of the entire company, we are interviewing strategic bankers to potentially complement or supplant the Credit Anstaalt mandate. You, of course, are aware of the performance of the cell phone sector in Russia and the CIS. Consolidation is underway in Russia and Central Asia and we expect to take advantage of the timing this year.

Please feel free to call me if you need additional information.

Sincerely yours,


by: Donald R. DePriest
Chairman

1555 King St., Suite 500 • Alexandria, VA 22314
Tel: (703) 683-8726 • Fax: (703) 683-6329 • E-mail: info@mctcorp.net

Notes in highlights by
W. Havens

See Doc. [1] of same date:
Depriest held over 1 million
shares in MCT.

More notes herein.

PETER HARMER

May 12, 2010

Jimmy Stobaugh
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- Speak fluent French.

IN THE CHANCERY COURT OF LOWNDES COUNTY, MISSISSIPPI

FILED

APR 09 2010

OLIVER L. PHILLIPS, JR.

PLAINTIFF

VS.

Chancery Clerk
Chancery ClerkCAUSE NO. 2010-0229-B

DONALD R. DEPRIEST

DEFENDANT

COMPLAINT

COMES NOW Plaintiff, Oliver L. Phillips, Jr. ("Phillips"), by and through counsel, and files this his complaint against Donald R. DePriest ("DePriest"), Defendant, and in support hereof would show unto the Court the following:

PARTIES

1. The Plaintiff is an adult resident citizen of Lowndes County, Mississippi.
2. Defendant, Donald R. DePriest, is an adult resident citizens of Lowndes County, Mississippi, and can be served with process at 510 7th Street North, Columbus, Mississippi 39701.

GENERAL STATEMENTS OF FACT

3. On November 10, 2003, Donald R. DePriest issued an Amended Stock Purchase Warrant to a group of individuals composed of Phillips, Elton S. Thomas, Jr., Russell Kyle, John F. Prince, and David C. Shelton ("the group"), for the purchase of 25,000 shares of MCT Corp. common stock held by him at \$10.95 per share. Pursuant to the terms of the Amended Stock Purchase Warrant, the warrant was to be exercised at the time of a liquidity event pertaining to MCT Corp. This was to be a "cashless transaction" for "the group" so that the exercise and any

[This group was affiliated with Depriest by this and other transactions before and after this. See the major MS State court case Phillips won against Depriest in 2009, the MCLM warrants court case filed in 2010, and other documents presented. That included years 2002 through 2006 (the years to be disclosed re aution 61 up to date of grant of long form, but that grant was unlawful, and thus disclosure requirements continue. In no period was this group disclosed, nor was MCT and other Depriest-controlled businesses involved. The FCC has had this essential information since year 2005.

distribution from a liquidity event would be simultaneous. A copy of the Amended Stock Purchase Warrant is attached hereto as **Exhibit "A."**

4. Phillips' prorata share of the 25,000 shares of MCT Corp. common stock was 5,000 shares. During 2007 and 2008, there were three MCT Corp. liquidity events resulting in distributions to shareholders: (1) 7/20/07 at \$15.48792 per share; (2) 8/24/07 at \$1.0851327 per share; and (3) 9/11/08 at \$2.6475942 per share. As a result of these three MCT Corp. liquidity events, Phillips' 5,000 shares to which he was entitled by virtue of the attached Stock Purchase Warrant brought a total distribution of \$96,103.23. Phillips' cost of the cashless transaction at the agreed upon price of \$10.95/share for his 5,000 shares amounted to \$54,750.00. Accordingly, the total distribution (\$96,103.23) less Phillips' agreed upon cost for the 5,000 shares (\$54,750), resulted in net proceeds of \$41,353.23 to which Phillips was and is entitled.

5. No proceeds were distributed to Phillips at the time of the liquidity events/distributions of proceeds, and to date, Defendant has failed and/or refused to pay or deliver to Phillips the proceeds from the distributions.

**COUNT I
BREACH OF CONTRACT**

[Depriest held over 1 million shares, thus, over \$19 million in the above noted liquidity events in this period. Past year MPT periods were profitable as the other documents herein and previously provided show. Doc. #2, by itself, shows well over \$70 million in attributable gross revenues in attributable years.]

6. Phillips re-alleges and incorporates by reference all the allegations in paragraphs 1 through 5 as if fully set forth herein.

7. The Defendant has breached and/or caused to be breached the Amended Stock Purchase Warrant agreement attached to the Complaint as Exhibit "A," by failing to deliver to Phillips the net proceeds derived from Phillips' 5,000 shares simultaneously with the three MCT Corp. liquidity events pursuant to the terms of the Amended Stock Purchase Warrant.

**COUNT II
CONVERSION**

8. Phillips re-alleges and incorporates by reference the allegations in paragraph 1 through 7 as if fully set forth herein.

9. DePriest has derived proceeds, benefits and/or distributions from the MCT Corp. common stock which were to be transferred to Phillips simultaneously with the liquidity events pursuant to the Amended Stock Purchase Warrant.

10. DePriest's actions constitute conversion and/or misappropriation.

11. As a direct result of said wrongful conversion and/or misappropriation, Phillips has incurred damages in the amount of \$41,323.53, plus interest.

12. DePriest is liable to Phillips for any and all damages caused by his conversion and/or misappropriation of the subject proceeds.

**COUNT III
BREACH OF IMPLIED COVENANT OF
GOOD FAITH AND FAIR DEALING**

13. Phillips re-alleges and incorporates by reference all the allegations in paragraphs 1 through 12 as if fully set forth herein.

14. In all contracts, including the aforementioned Amended Stock Purchase Warrant, there is an implied covenant of good faith and fair dealing.

15. The Defendant's actions, in failing to comply with the terms of the Amended Stock Purchase Warrant, constitute a violation of the covenant of good faith and fair dealing.

16. As a direct, proximate and foreseeable result of the aforesaid breach of the implied covenant of good faith and fair dealing, Phillips has been damaged and is entitled to damages in an amount to be proved at trial.

COUNT IV QUANTUM MERUIT

17. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 16 as if fully set forth herein.

18. The Defendant has enjoyed the use and benefit of the proceeds, benefits or distributions derived from the MCT. Corp. common stock shares that are the subject of this litigation, without compensating Phillips. This has resulted in the Defendant's unjust enrichment.

19. In order to compensate Phillips for his losses and to avoid unjust enrichment of the Defendant, Phillips is entitled to all proceeds, benefits or distributions derived from these shares of stock by the Defendant.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Phillips prays that the Court enter a judgment as follows:

- A. For all damages incurred by Phillips as a result of the Defendant's breach of the Warrant agreement and other wrongful conduct in an amount to be determined at trial, plus interest at the maximum rate permitted by law;
- B. For any sums which would constitute unjust enrichment received by the Defendant as a result of his wrongful conduct;

- C. For any and all costs and expenses incurred by Phillips in connection with this actions, including reasonable attorney's fees; and
- D. For such other and further relief as this Court may deem just and proper.

Respectfully submitted, this the 9th day of April, 2010.

OLIVER L. PHILLIPS, JR., *Plaintiff*

BY: 

M. Jay Nichols, MS #10066
Attorney for Plaintiff

OF COUNSEL:

Aubrey E. Nichols, MB #3842
Will T. Cooper, MB # 9588
Nichols, Crowell, Gillis, Cooper & Amos, PLLC
Post Office Box 1827
Columbus, MS 39703
Phone: (662) 243-7330
Fax: (662) 328-6890
jnichols@nicholscrowell.com

AMENDED STOCK PURCHASE WARRANT

This Stock Purchase Warrant is issued from Donald R. DePriest, an individual holding common stock of MCT Corp., a Delaware corporation, to a group of individuals ("The Group") composed of Elton S. Thomas, Jr., Russell Kyle, Oliver L. Phillips, Jr., John F. Prince, and David C. Shelton.

WHEREAS, the parties hereto, pursuant to a transaction, have agreed that Donald R. DePriest is providing this Warrant to "The Group" to purchase 25,000 shares of MCT Corp. common stock held by him at \$10.95 per share. This Warrant is exercisable at the time of a liquidity event pertaining to MCT Corp., which may be a sale of MCT Corp.'s assets and holdings with the proceeds subsequently to be distributed to shareholders, or the effective date of an Initial Public Offering.

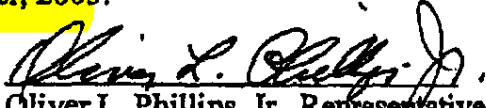
The exercise of this Warrant is to be a cashless transaction for "The Group" so that the exercise and any distribution from a liquidity event will be simultaneous.

It is understood that the Warrants are granted so that members of "The Group" will have pro rata rights to the 25,000 shares however "The Group" may realign these rights among themselves by separate agreement.

This document is executed in duplicate originals

Witness our signatures, this the 10th day of November, 2003.


Donald R. DePriest, Grantor


Oliver L. Phillips, Jr., Representative
of "The Group"

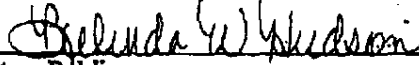
County of Lowndes]
]
State of Mississippi]

Personally appeared before me, the undersigned notary public in and for the state and county aforesaid, DONALD R. DEPRIEST and OLIVER L. PHILLIPS, JR., who acknowledged before me that they signed the above and foregoing Stock Purchase Warrant on the day and year and for the purposes therein mentioned.

Given under my hand and official seal on the 10th day of November 10, 2003.

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
COMMISSION EXPIRES: Jan 4, 2005
MISSISSIPPI NOTARY PUBLIC

My Commission Expires:


Notary Public

EXHIBIT

A

PETER HARMER

May 12, 2010

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Subj: **FW:**
Date: 8/10/2007 10:21:45 P.M. Central Daylight Time
From: rsullins9@comcast.net
To: psrharmer@aol.com

Peter attached is the stock purchase agreement. you can clean this up and forward on to wynne. rms

----- Forwarded Message: -----
From: "Stacy Murphy" <stacy_m@bellsouth.net>
To: <rsullins9@comcast.net>
Subject: FW:
Date: Sat, 9 Jun 2007 00:48:17 +0000

-----Original Message-----
From: Stacy Murphy [mailto:stacy_m@bellsouth.net]
Sent: Friday, June 08, 2007 6:41 PM
To: Stacy Murphy
Subject: Fw:

-----Original Message-----
From: "Don Depriest" <ddepriest@msmct.com>
Date: Fri, 8 Jun 2007 16:34:39
To: stacy_m@bellsouth.net
Cc: ddepriest@msmct.com
Subject:

Dear Bob,

Here is SPC.

Regards,

Don

From: "Stacy Murphy" <stacy_m@bellsouth.net>
To: <rsullins9@comcast.net>
Subject: FW:
Date: Sat, 9 Jun 2007 00:48:17 +0000
Content-Type: Multipart/mixed;
boundary="NextPart_Webmail_9m3u9j4l_15244_1186802495_2"

STOCK PURCHASE AGREEMENT

This agreement is hereby made and entered into this _____ day of _____, 2007, by and between _____ ("Purchaser") and **DONALD R. DEPRIEST** ("Seller") for the purpose of Purchaser purchasing certain common stock of **BIOVENTURES, INC.** ("Corporation") owned by Seller.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. **Sale of Stock.** Seller presently owns One Hundred Thousand (100,000) shares of outstanding common stock of the Corporation. Purchaser has offered to purchase the stock at a price of \$6.00 per share or a total purchase price of Six Hundred Thousand Dollars (\$600,000.00). Seller has accepted the offer and hereby transfers and assigns all of his interest in One Hundred Thousand (100,000) shares of common stock of the Corporation to Purchaser. Simultaneously with the execution of this Agreement Seller has delivered the stock certificate number 146 for One Hundred Thousand (100,000) shares of common stock in **BIOVENTURES, INC.**, properly endorsed to the Purchaser. Seller acknowledges receipt of cash in the sum of Six Hundred Thousand Dollars (\$600,000.00) in full payment of the purchase price.

2. **Warranty.** Seller warrants and represents that he has good marketable title to the stock transferred hereunder and such stock is subject to no mortgages, pledges, liens, encumbrances or other charges of any kind. Seller warrants and represents that he has the right to transfer said stock, free of any restrictions. Both Seller and Purchaser hereby acknowledge that there are no agreements with other shareholders providing for any restrictions on the transfer of shares of the Corporation or otherwise restricting the rights of the shareholders of the Corporation. **These securities have not been registered under any applicable federal or state laws regulating the issuance and sale of securities and cannot be resold unless they are registered or an exemption from registration is available.**

3. **Purchaser's rights to require repurchase by Seller.** At any time on the date which is twelve months and one day after the date of this agreement the Purchaser may require the Seller to repurchase all or any portion of the common stock sold hereunder at the price of \$8.00 per share. The purchase price shall be paid in cash within thirty days of the date of the notice of exercise. Purchaser must notify Seller in writing within the above period. Notice of exercise sent by certified mail postmarked within the above period shall be sufficient if sent to the Seller at 206 8TH ST. N. COLUMBUS, MS. 39701, or such other address as shall be communicated to the Purchaser by Seller in writing. On repurchase Purchaser shall make the same representations as made by Seller in paragraph 2 above.

4. **Seller's rights to require repurchase from Purchaser.** At any time through the period ending twelve months and one day after the date of this agreement the Seller may require the Purchaser to sell to Seller all or any portion of the common stock sold hereunder at the price of \$9.00 per share. The purchase price shall be paid in cash within thirty days of the date of the notice of exercise. Seller must notify Purchaser in writing within the above period. Notice of exercise sent by certified mail postmarked within the above period shall be sufficient if sent to the Purchaser at _____, or such other address as shall be communicated to the Seller by Purchaser in writing. On such sale Purchaser shall make the same representations as made by Seller in paragraph 2 above.

This agreement shall be binding on the parties hereto and their heirs and assigns and be interpreted in accordance with the provisions of Tennessee law.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day of _____, 2007, for the purposes herein.

SELLER



DONALD R. DEPRIEST

PURCHASER

Subj: **FW: Potential transaction**
 Date: 8/10/2007 10:28:57 P.M. Central Daylight Time
 From: rsullins9@comcast.net
 To: psrharmer@aol.com

here are the **financials for Bioventures**

Here, Donald Depriest gives Bioventures financials out for purposes of attempting a \$600,000 sale of his, or some of his, shares in Bioventures. He is a Director, on the Board, as he writes below.

Financials Depriest indicates below show "massive profit margin"

See MCLM Auction 61 assertions: nothing disclosed for Bioventures gross revenues.

Here, and reflected in public information (Google it), Bioventures is substantial. Also, it held interest in MCT controlled by D. Depriest.

----- Forwarded Message: -----
 From: "Don Depriest" <ddepriest@msmct.com>
 To: "Bob Sullins" <rsullins9@comcast.net>

Subject: FW: Potential transaction
 Date: Thu, 31 May 2007 22:53:37 +0000

Dear Bob,

Fyi, **Financials are attached.** Hope we can get some results from Sam, Frank/Joel or otherwise.

Best,

Don

From: Don Depriest [mailto:ddepriest@msmct.com]

Sent: Thursday, May 31, 2007 5:48 PM

To: 'Bob Schultz'

Subject: Potential transaction

Dear Bob,

[Qtel - another Depriest affiliate?]

As time has worn on with **our MCT transaction**, I, like a number of other shareholders, have used my cash and have taken on sizeable obligations. I have advanced funds to several MCT shareholder friends who made commitments based on **our Qtel** deal last year. This gives rise to this message.

I have 100,000 shares of BioVentures, Inc. I would like to sell and want to see if the following interests you.

I will sell these shares to you, or someone else you might like to participate, at \$6.00/share and provide a one year put back to me at \$8.00/share. There is a strong chance the company will sell entirely or license/sell some of its portfolio of intellectual property comprised of about 50 patents not necessary in its ongoing business during the coming year. **Tom Dewey, Jr., in New York**, is handling this for the company. I would like a call for six months at \$9.00/share which would mean a six month's period if the call expires where you would get all the upside if the company sells, and if you decide not to put the shares back to me after a year then the upside (or downside) would belong to you until the liquidity event.

BioVentures has been in business 20 years, is located in Murfreesboro, Tennessee, and has as advisors, Dr. John Phillips, a Vanderbilt genetics researcher, formerly had Dr. Stanley Cohen, and has Jim Hudson who owned Research Genetics in Huntsville that he sold to Invitrogen for \$150 Million +. **The Board is composed of Elliott Dawson**, founder and genius, Bill Sullivan former CEO and Chairman of Burroughs-Wellcome and former Chairman of Myriad Genetics – Bill is also on the Board of a technology development company somewhere in Arizona, Benson (Ben) Sloan who moved to Nashville with Manufacturers Hanover and went into the venture business about 20 years ago, **and myself**. As you can see from the financials there is **a massive profit margin** in the research products now being sold and a new product has been released, micro-ma, that is applicable to Big Pharma and is positioned for huge growth. The micro-ma can identify tens of thousands of bacteria/pathogens through a tiny piece of tissue or body fluids and can avoid the drawing of blood that is sent to the lab for analysis that may hit or miss when the results are in. There are other new products in the pipeline that have already been through R&D.

Depriest - a Board member of Bioventures

You may see the company and its products at the website, www.bioventures.com.

Bob Sullins, who was formerly on the Board of BioVentures, is holding these shares for me. He is with

Monday, August 13, 2007 AOL: Psrharmer

Smith-Barney and resigned from BioVentures Board a few years ago because of Smith-Barney's policies regarding private activities. He has handled transactions of BioVentures shares for others at \$5.50 to 6.00/share two or three years ago. Bob is also a substantial shareholder of MCT, holding about 30,000 shares individually and probably another 20,000 shares through his family investment vehicle, SSS Investors. Let me know if you would have interest in this. Once we get MCT sold I am very interested in your participating in a few things I have placed on the back burner, waiting for our closing, such as low cost, portable, very accurate seismic for oil/gas exploration and identification, fracturing shale with intermittent or constant sound waves to give up the oil that presently can not be recovered, oil/water separation on a large scale in a closed system (a unit performing this at FEDEX in Memphis takes all their sump fluids and separates so that the separated water has less than 15 ppm and goes directly into the Memphis sewer system with no treatment). It works automatically, with very low maintenance, on crude oil and oil polluted bodies of water as well. None of these will require much equity investment and we can also look at the Mighty Engine.

Will talk to you some time tomorrow together with Robin. I will depart for Istanbul Sunday night or Monday for our Tuesday session with Serkan, et al.

Best,

Don

From: "Don Depriest" <ddepriest@msmct.com>
To: "Bob Sullins" <rsullins9@comcast.net>
Subject: FW: Potential transaction
Date: Thu, 31 May 2007 22:53:37 +0000
Content-Type: Multipart/mixed;
boundary="NextPart_Webmail_9m3u9j4l_22377_1186802707_2"

Monday, August 13, 2007 AOL: Psrharmer

PETER HARMER

May 12, 2010

Jimmy Stobaugh
Telesarus Holdings
2649 Benvenue Avenue
Berkeley, California 94704

Dear Mr. Stobaugh,

Please accept this letter as my unconditional authorization to submit in any way to any party including but not limited to the Federal Communications Commission (FCC) information that I am able to provide at any time from whatever source available to me concerning the activities and business dealings of Donald R. DePriest, Sandra DePriest and John Reardon.

Information that has or might be furnished to you is being supplied by me voluntarily, without coercion and without remuneration of any kind. Further, information that has or will be provided has been submitted to you under penalty of perjury and will be accompanied by my statement to that effect and will be truthful and accurate to the best of my knowledge.

I understand and accept that information that I might be able to submit to you might become part of the public domain and might be requested under the Freedom of Information Act and might be disclosed in any FCC decision or action involving your business activity.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Peter Harmer

Peter Harmer
PO Box 159341
Nashville, Tennessee 37215

Phone/Fax: (615) 567 6069
Mobile : (615) 962 2145
Email: psrharmer@aol.com

PETER STUART RICHARD HARMER

P.O. Box 159341
Nashville, Tennessee 37215
Telephone: (615) 962 2145
E-mail: psrharmer@aol.com

PROFESSIONAL EXPERIENCE

Consultant

January, 1988 – present

Assist non-competitive ventures on marketing opportunities in international markets including:

gBk Consultants Limited, London, England

Founding member of cross-jurisdictional company engaged in promoting exports, trade and investment with European Union and Near East companies.

GMT, London, England

Founding member of company to provide national photo ID card system in the UK that had multimodal capability employing finger printing, facial mapping and iris scanning with secure wireless information transmission technology.

Corporate Realty Advisors, Inc., Nashville

Director of Marketing and founding member of company that developed computer software to monitor and analyze real estate holdings of multi-location businesses.

Lloyd's of London, London, England

Underwriting Member (Name)

Vereins-und Westbank AG, Hamburg, Germany

Vice President – Marketing. Assisted in the opening of the Atlanta office and introduced the largest regional bank in Northern Germany with assets in excess of \$9 Billion to the Southeastern US wholesale corporate market promoting exports.

Consultant

Tennessee Valley Authority, Knoxville, Tennessee

Served as the first international marketing representative of the largest Federally-owned multi-resource utility in the Nation under a personal services contract. Developed the Agency's first international marketing program. Promoted foreign reverse investment in the 7 state Tennessee River Valley region.

United American Bank, Knoxville, Tennessee

Developed business relationships between members of various National pavilions and exhibitors and the Bank during the 1981 Knoxville World's Fair.

Pan East International N.V., Paris, France

Served as international financial trade consultant with former Vice President of the United States in New York and Paris with company engaged in supplying military uniforms to Saudi Arabia under government contract. Negotiated letter of credit facilities with major international banks in New York and Paris; handled purchase and sale of foreign exchange; negotiated terms of payment with suppliers in Far East, Europe and the United States.

State of Tennessee, Nashville, Tennessee

Director of International Marketing. Appointed by Governor Lamar Alexander to head the International Division of the Tennessee Department of Economic and Community Development. Developed a program for attracting foreign capital investment for the State.

Third National Bank in Nashville, Nashville, Tennessee

Vice President - Organized Bank's international department and offshore branch in the Cayman Islands. Supervised direct foreign loans; managed Euro-currency deposits; traveled extensively to Canada, Central and South America, Europe and the Middle and Far East to supervise corporate and correspondent bank relationships.

PROFESSIONAL ACTIVITIES

- **December, 1988** – Participated in the sponsorship and organization of the **Sixth Annual Report of the Secretaries of State of the United States** in Nashville that included Dean Rusk (1961–1969), William Rogers (1969 – 1973), Henry Kissinger (1973 – 1977), Cyrus Vance (1977 – 1980), and Edmund Muskie (1980) conducted by the **Southern Center for International Studies**, Atlanta, Georgia
- **April, 1982** - First Place for three successive years (1980, 1981, 1982) American Institute of Banking Public Speaking Contest
- **December, 1981** - Re-appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Malcolm Baldrige
- **April, 1978** - Appointed to **District Export Expansion Council** by U.S. Secretary of Commerce, Juanita Kreps
- **September, 1974** - Invited to participate in the **Foreign Study Seminar** sponsored by the American Bankers Association in London, England; Munich, Germany; and Vienna, Austria
- **June, 1974** - Represented the United States at the **International Banking Summer School**, Helsinki, Finland
- **July, 1973** - **School for International Banking**, University of Colorado, Boulder, Colorado
- **March, 1972** - Appointed to **Regional Export Expansion Council** by U.S. Secretary of Commerce, Peter Peterson
- **1970 to 1979** - Taught “**International Banking**” to members of the Nashville chapter of the American Institute of Banking

EDUCATION

Vanderbilt University
Nashville, Tennessee - **Bachelor of Arts**

Choate School
Wallingford, Connecticut

Le Rosey
Rolle, Switzerland

Buckley School
New, York, New York

PERSONAL

- Born in **New York, New York**
- Maintain dual nationality in the **United States** and **United Kingdom** - **European Community**
- Speak fluent French.

IN THE CHANCERY COURT OF LOWNDES COUNTY, MISSISSIPPI

OLIVER L. PHILLIPS, JR.

PLAINTIFF

VS.

CAUSE NO. 2010.0097

MARITIME COMMUNICATIONS/LAND
MOBILE, LLC; COMMUNICATIONS
INVESTMENTS, INC.; AND DONALD R.
DEPRIEST, INDIVIDUALLY, AND IN HIS
CAPACITY AS MANAGER OF MARITIME
COMMUNICATIONS/LAND MOBILE, LLC

FILED
FEB 25 2010

Ch. Young Jones
Chancery Clerk

DEFENDANTS

COMPLAINT FOR SPECIFIC PERFORMANCE

COMES NOW Plaintiff, Oliver L. Phillips, Jr. ("Phillips"), by and through counsel, and files this his complaint against Maritime Communications/Land Mobile, LLC ("Maritime/Land Mobile"), Communications Investments, Inc. ("Communications Investments"), and Donald R. DePriest, individually, and as Manager of Maritime Communications/Land Mobile, LLC ("DePriest"), Defendants, and in support hereof would show unto the Court the following:

PARTIES

1. The Plaintiff is an adult resident citizen of Lowndes County, Mississippi.
2. Defendant, Maritime Communications/Land Mobile, LLC is a Delaware limited liability company, and can be served with process through its registered agent, Corporation Service Company, at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.
3. Defendant, Communications Investments is a Mississippi corporation organized and existing under the laws of the State of Mississippi, and can be served with process through its

Sept 20, 2005 is the day before MCLM's payment date for its fraudulent high bids in Auction 61. (Fraudulent due to reasons entirely demonstrated since 2005, only now overwhelming evidence. Fraud against a Federal agency, especially to get Federal property, is a crime not simply violation of FCC rules and the Communications Act.)

registered agent, Sandra F. DePriest, at 206 8th Street North, P. O. Box 1076, Columbus, Mississippi 39701.

4. Defendant, Donald R. DePriest, is an adult resident of Lowndes County, Mississippi, and may be served with process at 510 North Seventh Street, Columbus, Mississippi 39701.

GENERAL STATEMENTS OF FACT

5. On September 20, 2005, Maritime/Land Mobile issued a Warrant to a group of individuals composed of Phillips, Bart Wise, James L. Teel, Si Thomas and Russell Kyle ("the group"), for the purchase of 20 units of Maritime Communications/Land Mobile, LLC at a purchase price of \$1.00 per unit. Pursuant to the terms of the Warrant, the 20 units were to be divided based upon each individual's percentage of contribution to "the MC group" note dated September 20, 2005. A copy of the Warrant is attached hereto as **Exhibit "A."**

6. Pursuant to the terms of the Warrant as issued, and on behalf of the group, Phillips, through his attorney, gave notice on March 5, 2007, by certified mail, that the group desired to exercise its right of purchase and at that time tendered the sum of \$20.00 as the purchase price in accord with the terms of the Warrant, and requested that Defendant take immediate action to have the 20 units transferred as follows:

Oliver L. Phillips, Jr. - 5.43 units
James L. Teel - 5.43 units
Bart Wise - 2.71 units
Si Thomas and Russel Kyle jointly - 6.43 units.

A copy of the March 5, 2007, correspondence is attached hereto as **Exhibit "B."**

7. This notice was sent to DePriest, who executed the Warrant on behalf of Maritime/Land Mobile. The actual ownership structure of Maritime/Land Mobile is unclear, as it

This Group is an affiliate. See related documents presented at this time, and in past filings. These are not straight-debt providers, but investors that Depriest relies on, and that have as shown here rights related to MCLM's "licenses" = affiliates under FCC rules.

The warrants were issued in relation to the \$700,000+ loan, given at a critical date (that is, in a time of special leverage) not for the \$20 nominal consideration. More below.

cannot be determined whether DePriest executed the Warrant as a manager for Maritime/Land Mobile or if he executed the Warrant on behalf of Communication Investments, which apparently purports to be a General Partner of Maritime/Land Mobile. As evidenced by the Warrant attached hereto as Exhibit "A," DePriest executed the Warrant as follows:

Communications Investments, Inc.
General Partner,
Maritime Communications/Land Mobile, LLC
By: _____
Donald R. DePriest, Manager

8. Since providing the notice to exercise the Warrant, Phillips has received no response from the Defendants. On June 17, 2009, counsel for Phillips wrote DePriest's attorneys again requesting confirmation that the 20 units of Maritime/Land Mobile had been transferred as requested, and further requested that if they had not been transferred, that they be immediately transferred with confirming documents forwarded to counsel for Phillips. A copy of the June 17, 2009, letter is attached hereto as **Exhibit "C."**

9. To date, despite multiple requests from Phillips, Defendants have failed and/or refused to take the appropriate action to have the Maritime/Land Mobile units transferred to Phillips as he requested.

COUNT I BREACH OF CONTRACT

10. Phillips re-alleges and incorporates by reference all the allegations in paragraphs 1 through 9 as if fully set forth herein.

11. The Defendants have breached and/or caused to be breached the Warrant agreement attached to the Complaint as Exhibit "A," and Phillips respectfully requests that Defendants be required to specifically perform pursuant to the terms of the Warrant.

COUNT II CONVERSION

12. Phillips re-alleges and incorporates by reference the allegations in paragraph 1 through 11 as if fully set forth herein.

13. Upon information and belief, DePriest, individually, or in his capacity as Manager of Maritime/Land Mobile, has derived proceeds, benefits and/or distributions from the Maritime/Land Mobile units which were to be transferred to Phillips pursuant to the Warrant.

14. DePriest's actions constitute conversion and/or misappropriation.

15. As a direct result of said wrongful conversion and/or misappropriation, Phillips has incurred damages in an amount to be determined at trial.

16. DePriest, individually or in his capacity as Manager for Maritime/Land Mobile, is liable to Phillips for any and all damages caused by his conversion and/or misappropriation of the subject units.

COUNT III BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

17. Phillips re-alleges and incorporates by reference all the allegations in paragraphs 1 through 16 as if fully set forth herein.

18. In all contracts, including the aforementioned Warrant, there is an implied covenant of good faith and fair dealing.

19. The Defendant's actions, in failing to comply with the terms of the Warrant, constitute a violation of the Covenant of Good Faith and Fair Dealing.

20. As a direct, proximate and foreseeable result of the aforesaid breach of the implied covenant of good faith and fair dealing, Phillips has been damaged and is entitled to specific performance and/or to damages in an amount to be proved at trial.

COUNT IV QUANTUM MERUIT

21. Plaintiff re-alleges and incorporates by reference the allegations in paragraph 1 through 20 as if fully set forth herein.

22. The Defendants have enjoyed the use and benefit of the Maritime/Land Mobile units that are the subject of this litigation, as well as any proceeds, benefits or distributions derived from those units without compensating Phillips. This has resulted in the Defendants' unjust enrichment.

23. In order to compensate Phillips for his losses and to avoid unjust enrichment of the Defendants, Phillips is entitled to a transfer of 5.43 units of Maritime/Land Mobile, and for damages related to proceeds, benefits or distributions derived from these units by the Defendants.

COUNT V INTENTIONAL AND/OR NEGLIGENT MISREPRESENTATION

24. Phillips re-alleges and incorporates by reference the allegations in paragraphs 1 through 23 as if fully set forth herein.

25. In order to induce Phillips into loaning Maritime/Land Mobile money, the Defendants made express and/or implied representations to Phillips regarding the transfer of Maritime/Land Mobile units.

26. The Defendants' representations were false and were made knowingly and intentionally to defraud Phillips, or were made with reckless disregard as to the truth or falsity of such representations.

27. In the alternative, said representations as set forth above were false and were made by Defendants without due care as to truth or falsity of such representations.

28. The Defendants knew or should have known that Phillips would rely on the representations, and Phillips did, in fact, reasonably rely on the Defendants' representations to his detriment.

29. As a direct, proximate and foreseeable result of the Defendants' fraudulent conduct and misrepresentations, Phillips has been damaged and is entitled to damages in an amount to be proved at trial.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Phillips prays that the Court enter a judgment as follows:

- A. For all damages incurred by Phillips as a result of the Defendants' breach of the Warrant agreement and other wrongful conduct in an amount to be determined at trial, plus interest at the maximum rate permitted by law;
- B. That the Defendants be required to specifically perform the Warrant agreement;
- C. For any sums which would constitute unjust enrichment received by the Defendants as a result of their wrongful conduct;
- D. For any and all costs and expenses incurred by Phillips in connection with this actions, including reasonable attorney's fees; and

E. For such other and further relief as this Court may deem just and proper.

Respectfully submitted, this the 25th day of February, 2010.

OLIVER L. PHILLIPS, JR., *Plaintiff*

BY: 

M. Jay Nichols, MS #10066

Attorney for Plaintiff

OF COUNSEL:

Aubrey E. Nichols, MB #3842

Will T. Cooper, MB # 9588

Nichols, Crowell, Gillis, Cooper & Amos, PLLC

Post Office Box 1827

Columbus, MS 39703

Phone: (662) 243-7330

Fax: (662) 328-6890

jnichols@nicholscrowell.com

WARRANT

This Warrant is issued from Maritime Communications/Land Mobile LLC, ("MC/LMLLC") a Delaware Limited Liability Company to a group of individuals, The Maritime Communications Group ("The MC Group") composed of Oliver L. Phillips, Jr., Bart Wise, James L. Teel, Si Thomas and Russell Kyle.

WHEREAS, the parties hereto, pursuant to a transaction, have agreed that "MC/LMLLC" is providing this Warrant to "The MC Group" to purchase 20 of 1,000 Units authorized and to be issued from said company at \$1.00 per Unit. This Warrant may be exercised at any time up to October 1, 2007 and must be exercised prior to filing of any documents related to an Initial Public Offering.

The exercise of this Warrant is to be at a cost of \$20.00 for the 20 Units divided upon percentage of contribution to "The MC Group" Note dated September 20, 2005.

It is understood that the Warrants are granted so that members of "The MC Group" will have pro rata rights to the 20 Units.

Witness our signatures, this the 20th day of September, 2005.

Communications Investments, Inc.
General Partner,
Maritime Communications/Land Mobile, LLC

By: 

Donald R. DePriest, Manager

"The Maritime Communications Group"

By: 

Oliver L. Phillips, Group Representative

County of Lowndes]
]
State of Mississippi]

Personally appeared before me, the undersigned notary public in and for the said state and county aforesaid, DONALD R. DEPRIEST and OLIVER L. PHILLIPS, JR., who acknowledged before me that they signed the above and foregoing Warrant on the day and year and for the purposes there mentioned.

Given under my hand and official seal on the 20th of September, 2005.


Notary Public, Belinda W. Hudson

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Jan 4, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS



GHOLSON, HICKS & NICHOLS

A PROFESSIONAL ASSOCIATION

Attorneys at Law

AmSouth Bank, Third Floor
710 Main Street
Columbus, MS 39701
Telephone: (662) 243-7300
Fax (662) 327-6217

HUNTER M. GHOLSON *
DEWITT T. HICKS, JR.
AUBREY E. NICHOLS
JOHN W. CROWELL **
J. GORDON FLOWERS
KATHERINE S. KERBY
DAVID B. JOLLY
WILLIAM F. GILLIS
P. NELSON SMITH, JR.
MARC D. AMOS
WILLIAM T. COOPER
M. JAY NICHOLS
SCOTT F. SINGLEY ***
ELLEN A. BLACK
KRISTEN E. WOOD

* Also admitted in District of Columbia
** Also admitted in Arkansas
*** Also admitted in Alabama
MAILING ADDRESS:
P.O. Box 1111
Columbus, MS 39703-1111

March 5, 2007

Certified Mail - Return Receipt Requested

Maritime Communications/Land Mobile, LLC
Attn: Donald R. DePriest, Manager
Post Office Box 1076
Columbus, MS 39703

Re: Warrant to Purchase 20 Units of Maritime Communications/Land Mobile, LLC

Dear Mr. DePriest:

I represent Oliver Phillips of Columbus, Mississippi. On September 20, 2005, Maritime Communications/Land Mobile, LLC issued its Warrant to the Maritime Communications group composed of Oliver L. Phillips, Jr., Bart Wise, James L. Teel, Si Thomas, and Russel Kyle, for the purchase of 20 units of Maritime Communications/Land Mobile, LLC at a purchase price of \$1.00 per unit. A copy of the Warrant is attached hereto for reference purposes.

Pursuant to the terms of the Warrant as issued, and on behalf of the Maritime Communications Group, I am hereby giving notice that the Maritime Communications Group desires to exercise its right of purchase, and I am tendering herewith the sum of \$20.00 as the purchase price in accord with the terms of the Warrant.

Furthermore, consistent with the provisions of the Warrant agreement, the units should be issued on a prorata basis as follows:



NICHOLS, CROWELL, GILLIS, COOPER & AMOS, PLLC

Attorneys At Law

Regions Bank, Third Floor
710 Main Street
P.O. Box 1827
Columbus, MS 39703-1827
Telephone: (662) 243-7443
Fax: (662) 328-6890

June 17, 2009

Aubrey E. Nichols
John W. Crowell*
William F. Gillis
Marc D. Amos
William T. Cooper
M. Jay Nichols
Kristen W. Williams
*Also admitted to practice in Arkansas

Ernest G. Taylor, Esq.
Balch & Bingham
401 E. Capitol St., Ste. 200
Jackson, MS 39225

Re: Warrant to Purchase Maritime Communications/Land Mobile, LLC

Dear Ernest:

Pursuant to the attached letter and Warrant, on or about March 5, 2007, Oliver Phillips provided Donald R. DePriest, as Manager for Maritime Communications/Land Mobile, LLC, notice of his desire to exercise his right to purchase 5.43 units of Maritime Communications/Land Mobile, LLC consistent with his percentage of contribution to the Maritime Communications Group ("the MC Group") promissory note in the amount of \$737,000 dated September 20, 2005.

In fact, Mr. Phillips provided notice to DePriest on behalf of the entire MC Group of the group's desire to exercise its right to purchase the 20 units referenced in the Warrant, and tendered with said notice the sum of \$20.00 in accord with the terms of the Warrant. Consistent with the provisions of the Warrant agreement, Phillips requested that the units be issued to the MC Group on the following prorata basis:

Oliver L. Phillips, Jr. - 5.43 units
James L. Teel - 5.43 units
Bart Wise - 2.71 units
Si Thomas and Russel Kyle, jointly - 6.43 units

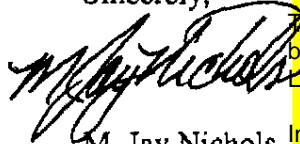


Ernest G. Taylor, Esq.
June 17, 2009
Page 2

Since providing this notice to Mr. DePriest, Phillips has had no response. Accordingly, please confirm that the 20 units of Maritime Communications/Land Mobile, LLC have been transferred as indicated above. If the units have not been transferred as indicated above, please do so immediately and forward all confirming documents to me. If Maritime Communications has not received its license yet, then please confirm and/or have Mr. DePriest confirm that the interest represented above will be delivered pursuant to and consistent with the terms of the Warrant as soon as the license is received.

I look forward to hearing from you.

Sincerely,



M. Jay Nichols

Enclosures

cc: Donald Alan Windham, Jr.
Mr. Oliver L. Phillips, Jr.

MJN:ja
File No. 25,091-007

N.B.: MCLM was formed, by its own statements to the FCC, to obtain the Mobex AMTS licenses then to get geographic AMTS licenses.

The loan for which these warrants were granted was made the day before MCLM has to pay the FCC for the geographic licenses.

That was then held up due to the petition to deny filed by Intelligent Transportation... and AMTS Consortium LLC.

In late 2006, the FCC-- deliberately ignoring clear evidence of fraud and disqualification of MCLM and the Depriests (who were backed by major Republicans at the time, who also controlled the FCC)-- granted to MCLM its "license" for the geographic AMTS spectrum from Auction 61.

It appears that these warrants were not to be fulfilled-- the holders to not get the MCLM "units" or "interest" described above, until the FCC licenses were issued. (Continued below left.)

(Continued.) Why? It appears the reason is so that MCLM would not have to disclose this ownership and with it, the affiliation with this group, and with that... the trail continues. While holding these warrants was disclosable due to this group being an affiliate (as FCC rules define), MCLM- Depriest appeared to believe it could better deny that, if caught, by the condition noted above.

See the pages above: there is tellingly no description of what percent in MCLM these units are. Depriest and this group are experienced investors with legal counsel also. They knew what ownership this was of course, but do not state in in the documents. Why-- apparently since it as controlling interest, or an amount that provide for a Director seat, or at least an amount that would clearly show affiliation. Again why the above noted condition to wait until the "coast was clear" as to the FCC licenses issuances.

Either Depriest actually did not tell Oliver and his attorney that the FCC issued "the license" in late 2006, or they knew that but were acting here as if they did not know it, to not be implicated. We do not suggest a position in that regard to Oliver: he certainly had extensive complaints against Depriest in his major case he won in the MS State Chancery Court in 2009 for over \$12 million, which suggests Depriest mislead him extensively for years, and thus perhaps also in the case of these MCLM warrants.

In any case, this document clearly suggests a hidden "real deal" in terms of the loan being on the eve of the required payment after Auction 61, the ownership of the units not being stated (a number of "units" mean nothing by themselves), and the fact note above the units would not be issued until "the license" was received.

Notes in highlights by
W. Havens

PETER HARMER

May 12, 2010

Jimmy Stobaugh
Telesarus Holdings
2649 Benvenue Avenue
Berkeley, California 94704

Dear Mr. Stobaugh,

Please accept this letter as my unconditional authorization to submit in any way to any party including but not limited to the Federal Communications Commission (FCC) information that I am able to provide at any time from whatever source available to me concerning the activities and business dealings of Donald R. DePriest, Sandra DePriest and John Reardon.

Information that has or might be furnished to you is being supplied by me voluntarily, without coercion and without remuneration of any kind. Further, information that has or will be provided has been submitted to you under penalty of perjury and will be accompanied by my statement to that effect and will be truthful and accurate to the best of my knowledge.

I understand and accept that information that I might be able to submit to you might become part of the public domain and might be requested under the Freedom of Information Act and might be disclosed in any FCC decision or action involving your business activity.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Peter Harmer

Peter Harmer
PO Box 159341
Nashville, Tennessee 37215

Phone/Fax: (615) 567 6069
Mobile : (615) 962 2145
Email: psrharmer@aol.com

See p. 15 below. The Bank notes that D. Depriest has other court judgements against him, other than the one this Bank got, and that he is likely to file for Chapter 11 bankruptcy. That was in June 2009.

Also, D Depriest's representations and warranties in this \$300,000 Note are clearly false as explained below- falsely stating there were no governmental (which includes FCC) proceedings and court proceeding against him

\$12.00

\$12.00

Case 1:09-mc-00005-JAD Document 1 Filed 08/12/2009 Page 1 of 1

Book 2009 Page 340

Liens

Lowndes County, MS

Lisa Younger Nease, Chancery Clerk

ATTEST AND CERTIFY
A TRUE COPY

Clerk

U.S. District Court

Middle District of Tennessee

By: Robi Dal
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

FILED

AUG 12 2009

DAVID CREWS, CLERK

By: [Signature] Deputy

NO. 3:08-cv-642

JUDGE HAYNES

1:09MC5-JAD

ARC Archive Fee

Total

FIFTH THIRD BANK,

Plaintiff,

v.

DONALD R. DEPRIEST,

Defendant.

ORDER

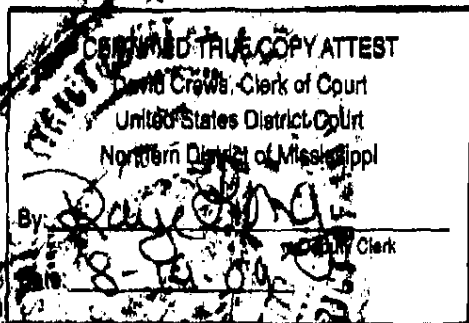
Upon review of the file, this action is reopened. Before the Court is the Plaintiff Fifth Third Bank's motion for a summary judgment, (Docket Entry No. 13) to which the Defendant has not responded within the time provided under the Rules nor has the Defendant requested an extension to do so. The Court ADOPTS the Plaintiff's Statement of Undisputed Facts that the defendant has defaulted on a note owed to the Plaintiff.

Thus, the Plaintiff's motion for summary judgment is GRANTED. Plaintiff is AWARDED judgment against the Defendant in the amount of two hundred fifty nine thousand nine hundred twenty dollars and thirteen cents (\$ 259, 920.13) and thirty eight thousand five hundred fifty two dollars and fifty three cents (\$ 38, 552.32) in attorney's fees and costs.

This is the Final Order in this action.

It is so ORDERED.

ENTERED this the 15th day of July, 2009.



[Signature]
WILLIAM J. HAYNES, JR.
United States District Judge



Case 3:08-cv-00642 Document 24 Filed 07/15/2009 Page 1 of 1

I certify this instrument was filed and recorded in the
Liens
Book 2009 Page 340 - 340
Lisa Younger Nease, Chancery Clerk

Butler & Hubbard
Sutcliffe & Page
401 Commerce St.
Haskellville, TN
37129

to herein as the "Indebtedness"). In the event of default, the Note requires Mr. DePriest to pay all of Fifth Third's costs and expenses to enforce the Note, including reasonable attorney fees. A true and correct copy of the Note is attached hereto as Exhibit 1.

7. Because Mr. DePriest failed to repay to Fifth Third the Indebtedness when the Note matured on April 15, 2008, Mr. DePriest is in default under the Note.

8. On May 16, 2008, Fifth Third, through its attorney, sent Mr. DePriest a written notice that he had defaulted under the Note by failing to repay the Indebtedness when the Note matured. Fifth Third's written notice to Mr. DePriest also demanded that the Indebtedness be repaid by June 16, 2008. A true and correct copy of Fifth Third's written default notice is attached hereto as Exhibit 2.

9. Mr. DePriest has not repaid the Indebtedness to Fifth Third.

10. As of June 17, 2008, Mr. DePriest owed Fifth Third, pursuant to the Note, \$297,963.46 in principal (the "Principal"), accrued interest on the Principal, and Fifth Third's costs of collection, including reasonable attorney fees and expenses.

CAUSE OF ACTION ON THE NOTE

11. Fifth Third incorporates by reference the allegations contained in Paragraphs 1-10 above.

12. Mr. DePriest has breached his obligations under the Note by failing to repay the Indebtedness to Fifth Third when the Note matured.

13. Fifth Third has fully performed its obligations under the Note.

14. Fifth Third is entitled to a judgment under the Note for the full amount due thereunder, accrued interest on the Principal as of the date of the entry of judgment, and Fifth Third's costs of collection incurred and to be incurred, including reasonable attorney fees and expenses.

PRAYER FOR RELIEF

THEREFORE, Fifth Third requests that this Court enter a judgment in its favor against Mr. DePriest in an amount equal to the unpaid balance of the Indebtedness as of the date of the entry of judgment, plus one-third of the unpaid balance of the Indebtedness as of the date of the entry of judgment for Fifth Third's costs of collection, and that this Court provide other appropriate relief.

June 26, 2008.

Respectfully submitted,

/s/ F. David T. Arens

F. David T. Arens (BPR No. 25241)

STITES & HARBISON, PLLC

401 Commerce Street, Suite 800

Nashville, TN 37219-2449

(615) 244-5200

Fax: (615) 742-0717

david.arens@stites.com

Counsel for Fifth Third Bank, N.A.

Consumer Note

OFFICER No. 36605
\$300,000.00

NOTE No. 0905578514-00018
December 15, 2007
(Effective Date)
Personal Purpose Note

1. **PROMISE TO PAY.** On or before April 15, 2008 (the "Maturity Date"), the undersigned, **Donald R. DePriest**, an individual residing at 510 7th Street North, Columbus, Lowndes County, Mississippi 39701 ("Borrower") for value received, hereby promises to pay to the order of Fifth Third Bank, N.A., located at 424 Church Street, Suite 600, Nashville, Davidson County, Tennessee 37219 for itself and as agent for any affiliate of Fifth Third Bancorp (together with its successors and assigns, the "Lender") the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Borrowing"), plus interest as provided herein, less such amounts as shall have been repaid in accordance with this Note. The outstanding balance of this Note shall appear on a supplemental bank record and is not necessarily the face amount of this Note, which record shall evidence the balance due pursuant to this Note at any time. As used herein, "Local Time" means the time at the office of Lender specified in this Note. The maximum interest rate payable under this Note will not exceed 25% per annum or the state usury ceiling, whichever is less.

Lender, in its reasonable discretion, may loan hereunder to Borrower on a revolving basis such amounts as may from time to time be requested by Borrower, provided that: (a) the aggregate principal amount borrowed hereunder at any time shall not exceed the Borrowing, and (b) no Event of Default shall exist or be caused thereby. The entire principal balance, together with all accrued and unpaid interest and any other charges, advances and fees, if any, outstanding hereunder, shall be due and payable in full on the earlier of the Maturity Date or upon acceleration of this Note.

The principal sum outstanding shall bear interest at a floating rate per annum equal to the rate of interest per annum established from time to time by Fifth Third Bank at its principal office as its "Prime Rate", whether or not Fifth Third Bank shall at times lend to borrowers at lower rates of interest or, if there is no such prime rate, then such other rate as may be substituted by Fifth Third Bank for the prime rate (the "Interest Rate"). In the event of a change in said Prime Rate, the Interest Rate shall be changed immediately to such new Prime Rate. Interest shall be calculated based on a 360-day year and charged for the actual number of days elapsed, and shall be payable on the 15th day of each calendar month beginning on January 15, 2008.

Principal and interest payments shall be made at Lender's address above unless otherwise designated by Lender in writing. Each payment hereunder shall be applied first to advanced costs, charges and fees, then to accrued interest, and then to principal, which will be repaid in inverse chronological order of maturity.

2. **RENEWAL.** This Note is issued, not as a payment toward, but as a continuation of, the obligations of Borrower to Lender pursuant to that certain Personal Purpose Note dated December 15, 2006, in the principal amount of \$300,000.00 (together with all prior amendments thereto or restatements thereof, the "Prior Note"). Accordingly, this Note shall not be construed as a novation or extinguishment of the obligations arising under the Prior Note, and its issuance shall not affect the priority of any security interest granted in connection with the Prior Note.

3. **LATE CHARGES.** If any installment stipulated herein is not paid on or before fifteen days after the due date thereof, (whether by acceleration or otherwise) in addition to all other rights and remedies of Lender given by law or the terms of this Note, Borrower promises to pay to Lender a delinquent charge of 5% of the installment. Acceptance of such delinquent charge by Bank shall not constitute a waiver of any default or any rights of Lender hereunder.

4. **PREPAYMENT CHARGE.** Borrower may prepay the obligation under this Note in full at any time prior to maturity. Partial prepayments shall not excuse any subsequent payment due.

5. **INTEREST AFTER MATURITY.** Interest after maturity shall continue at the rate then in effect or as thereafter adjusted in accordance with the variable rate disclosures.



6. **DEFINITIONS.** Certain capitalized terms have the meanings set forth herein, in the Security Agreement, or any other Loan Document. All financial terms used in this Note but not defined herein, in the Security Agreement (if applicable), or any other Loan Document have the meanings given to them by generally accepted accounting principles. All other undefined terms have the meanings given to them in the Uniform Commercial Code as adopted in the state whose law governs this instrument. The following definitions are used herein:

(a) "Lien" means any security interest, mortgage, pledge, assignment, lien or other encumbrance of any kind.

(b) "Loan Documents" means each and every document or agreement executed by any party evidencing, guarantying or securing any of the Obligations; and "Loan Document" means any one of the Loan Documents.

(c) "Loans" means any loans from time to time between Lender and Borrower relating to the Obligations.

(d) "Notes" shall refer collectively to any note entered into from time to time by Borrower in favor of Lender to evidence an Obligation.

(e) "Obligation(s)" means all loans, advances, indebtedness and each and every other obligation or liability of Borrower, or either or any of them, owed to each of Lender and/or any affiliate of Fifth Third Bancorp, however created, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with Lender or owed to others and acquired by Lender by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under the Loan Documents, letters of credit now or hereafter issued by Lender or any affiliate of Fifth Third Bancorp for the benefit of or at the request of Borrower, or either or any of them, all obligations to perform or forbear from performing acts, and agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Lender hereunder or any other document, instrument or agreement related to any of the foregoing.

This was false due to the FCC proceedings against Depriest at the time by Intelligent Transportation..., AMTS Consortium, et al. re Auction 61 and other matters.

7. **REPRESENTATIONS AND WARRANTIES.** Borrower hereby warrants and represents to Lender the following:

(a) **Litigation.** There are no suits or proceedings pending or threatened against or affecting Borrower, and no proceedings before any governmental body are pending or threatened against Borrower.

(b) **Laws.** Borrower is in material compliance with all laws, regulations, rulings, orders, injunctions, decrees, conditions or other requirements applicable to or imposed upon Borrower by any law or by any governmental authority, court or agency.

(c) **Financial Condition.** All financial statements and information relating to Borrower which have been or may hereafter be delivered by Borrower to Lender are true and correct and have been prepared in accordance with past practices consistently applied. Borrower has no material obligations or liabilities of any kind not disclosed in that financial information, and there has been no material adverse change in the financial condition of Borrower nor has Borrower suffered any damage, destruction or loss which has adversely affected its business or assets since the submission of the most recent financial information to Lender.

This was also false since Depriest was sued in two cases by Telesaurus LLCs and W. Havens and these were pending at the time. These complained defined MLCM and Mobex to include the owners and controllers.

8. **COVENANTS.** Borrower covenants with, and represents and warrants to, Lender that, from and after the execution date of the Loan Documents until the Obligations are paid and satisfied in full:

There were also other court cases pending against Depriest at this time.



(a) Financial statements. Borrower shall furnish to Lender: (i) an annual personal financial statement within 30 days after the end of each calendar year; and (ii) Within 120 days after the end of each calendar year, a copy of Borrower's compiled tax return by a firm of independent certified public accountants acceptable to Lender and certified as complete and correct; and such other information as Lender may reasonably request.

(b) Taxes. Borrower shall pay when due all taxes, assessments and other governmental charges imposed upon it or its assets, franchises, business, income or profits before any penalty or interest accrues thereon (provided, however, that extensions for filing and payment of such taxes shall be permitted hereunder if disclosed to and consented to by Lender), and all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which by law might be a lien or charge upon any of its assets, provided that (unless any material item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, if Lender is notified in advance of such contest and if Borrower establishes an adequate reserve or other appropriate provision required by generally accepted accounting principles and deposits with Lender cash or bond in an amount acceptable to Lender.

(c) Other Amounts Deemed Loans. If Borrower fails to pay any tax, assessment, governmental charge or levy or to maintain insurance within the time permitted or required by this Note, or to discharge any Lien prohibited hereby, or to comply with any other Obligation, Lender may, but shall not be obligated to, pay, satisfy, discharge or bond the same for the account of Borrower. To the extent permitted by law and at the option of Lender, all monies so paid by Lender on behalf of Borrower shall be deemed Obligations and Borrower's payments under this Note may be increased to provide for payment of such Obligations plus interest thereon.

(d) Further Assurances. Borrower shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further assurances and other agreements or instruments, and take or cause to be taken all such other action, as shall be reasonably necessary from time to time to give full effect to the Loan Documents and the transactions contemplated thereby.

9. DEFAULTS. Upon the occurrence of any of the following events (each, an "Event of Default"), Lender may, at its option, without any demand or notice whatsoever, declare this Note and all Obligations to be fully due and payable in their aggregate amount, together with accrued interest and all fees and charges applicable thereto:

(a) The nonpayment, when the same shall be due, of any installment or other payment on account of the principal or interest of this Note;

(b) The breach of any warranty or agreement by Borrower herein contained, or contained in any mortgage or security agreement executed by Borrower in connection herewith;

(c) The death or incompetency of any individual Borrower;

(d) The default of Borrower under the terms of any lease of, or mortgage on, the premises upon which the Collateral may be located;

(e) Any assignment for the benefit of the creditors of, or the commencement of any bankruptcy, receivership, reorganization, foreclosure, insolvency or liquidation proceedings by or against the Borrower, or any guarantor hereof;

(f) The reasonable determination by Bank at any time that it is inadequately secured hereby with respect to any of Borrower's obligations to Lender;

(g) The creation of any other lien or the issuance of any attachment against the Collateral or the entry of judgment against Borrower;

(h) The occurrence of a default under any other obligation of Borrower, individually or jointly, to Lender or to any other affiliate of Fifth Third Bancorp;

(i) Seizure, levy or confiscation under any legal or governmental process against any Collateral or;

(j) Any sale, conveyance or transfer of any rights in the Collateral securing the Obligations, or any destruction, loss or damage of or to the Collateral in any material respect.

10. REMEDIES. Lender may at its option at any time, without notice, proceed to enforce and protect its rights hereunder by an action at law or in equity or by any other appropriate proceedings; provided that this Note and the Obligations shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy



Code. Borrower shall pay all costs of collection incurred by Lender, including its reasonable attorney's fees, if this Note is referred to an attorney for collection, whether or not payment is obtained before entry of judgment, which costs and fees are Obligations secured by the Collateral.

Lender's rights and remedies hereunder are cumulative, and may be exercised together, separately, and in any order. No delay on the part of Lender in the exercise of any such right or remedy shall operate as a waiver. No single or partial exercise by Lender of any right or remedy shall preclude any other further exercise of it or the exercise of any other right or remedy. No waiver or indulgence by Lender of any Event of Default shall be effective unless in writing and signed by Lender, nor shall a waiver on one occasion be construed as a waiver of any other occurrence in the future.

11. MULTIPLE OBLIGORS. Each and every reference to and any and all representations, warranties, covenants and undertakings of, Borrower herein, including but not limited to the Events of Default, shall be deemed to apply to each of the undersigned and any and all guarantors of any of the Obligations, jointly and separately.

12. ENTIRE AGREEMENT. Borrower agrees that there are no conditions or understandings which are not expressed in this Note and the documents referred to herein.

13. SEVERABILITY. The declaration of invalidity of any provision of this Note shall not affect any part of the remainder of the provisions.

14. ASSIGNMENT. Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld in Lender's sole discretion. Borrower agrees that Lender may assign some or all of its rights and remedies described in this Note without notice to, or prior consent from, the Borrower.

15. MODIFICATION; WAIVER OF LENDER. The modification or waiver of any of Borrower's obligations or Lender's rights under this Note must be contained in a writing signed by Lender. Lender may perform Borrower's obligations, or delay or fail to exercise any of its rights or remedies, without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on another occasion. Borrower's obligations under this Note shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases (i) any of the obligations belonging to any co-borrower, endorser or guarantor (ii) any of its rights against any co-borrower, guarantor or endorser.

16. WAIVER OF BORROWER. Demand, presentment, protest and notice of dishonor, notice of protest and notice of default are hereby waived by Borrower, and any endorser or guarantor hereof. Each of Borrower, including but not limited to all co-makers and accommodation makers of this Note, hereby waives all suretyship defenses including but not limited to all defenses based upon impairment of Collateral and all suretyship defenses described in Section 3-605 of the Uniform Commercial Code (the "UCC"). Such waiver is entered to the full extent permitted by Section 3-605 (i) of the UCC.

17. LOAN CHARGES AND FEES. Lender shall have the authority to impose fees and charges to perform services requested by Borrower or on Borrower's behalf, or to otherwise administer and service this Note. The fees and charges may include administrative costs incurred by Lender and/or in reimbursement of payments made by Lender to third parties. Such fees and charges may include, without limitation, any and all costs or fees associated with the origination and/or servicing of this Note, document copy or preparation fees, transmittal, facsimile or delivery fees, reconveyance and release fees, property inspections and returned check or insufficient funds charges in connection with payments made by Borrower or on Borrower's behalf under this Note and all other such fees for ancillary services performed by Lender for Borrower or at Borrower's request or for services necessitated by or resulting from Borrower's default or malfeasance relating to the Collateral or this Note or incurred by Lender or assessed upon Borrower pursuant to the provisions of this Note or any other document executed in connection herewith. Such fees and charges shall be secured by the Collateral and, unless Lender and Borrower agree to other terms of payment, shall bear interest from the date assessed by Lender at the rate stated in this Note, and in effect from time to time, and shall be payable, with interest, immediately following written demand from Lender to Borrower requesting payment thereof.



18. **GIVING OF NOTICES.** Any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class or certified mail or by prepaid overnight delivery service addressed to Borrower at Borrower's address above. A notice will be delivered or mailed to Borrower at a different address if Borrower gives Lender written notice of Borrower's different address provided that Lender shall not be required to deliver notice to more than one address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower may report a change of address only through that specified procedure. Any notice that must be given to Lender under this Note will be given by first class or certified mail to Lender at the address stated above or to any other address that Lender designates by written notice to Borrower.

19. **GOVERNING LAW; CONSENT TO JURISDICTION.** Except to the extent otherwise specifically required by applicable law, this Note shall be construed and interpreted in accordance with, and governed by, federal law and the law of the State of Tennessee, without reference to its conflict of law provisions, and the obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws. Borrower agrees that service of process in any such proceeding shall be effective if mailed to Borrower at the address set forth herein. In the event that any provision of this Note is limited, restricted, prohibited or unenforceable under applicable law, such provision shall be construed and enforced as if it had been more narrowly drawn so as not to be in conflict with applicable law. The validity, legality and enforceability of the remaining provisions of this Note shall not in any way be affected or impaired thereby. If any part of this Note is determined to be invalid, then Lender may enforce the remainder of this Note as if the invalid provision did not exist. Lender shall be afforded the full benefit of all of Borrower's waivers and contractual agreements made in connection with the Loan that are permitted to be given under applicable law.

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without penalty.

20. **JURY WAIVER.** BORROWER, AND ANY ENDORSER OR GUARANTOR HEREOF, WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE AND THE ABOVE INFORMATION AT THE TIME OF SIGNING.

NOTICE TO COSIGNER: You are being asked to become liable on this debt. Think carefully before you do. If Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to collect from the Borrower. The Bank can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of YOUR credit record.

The following notice is applicable if this agreement involves a purchase of goods or services to which the FTC HOLDER in DUE COURSE RULE applies.

IF THE COLLATERAL IS TO BE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES:
NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information. Please write to us at:



Fifth Third Bank, N.A.
424 Church Street; Suite 600
Nashville, Tennessee 37219
Davidson County, Tennessee

NAME AND ADDRESS:

(Donald R. DePriest
510 7th Street North
Columbus, MS 39701

BORROWER:


(Signature)

Donald R. DePriest
(Print Name)



**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

FIFTH THIRD BANK, N.A.,

Plaintiff,

v.

DONALD R. DEPRIEST,

Defendant.

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Civil Action No. 3:08-cv-0642

JUDGE HAYNES

**AFFIDAVIT OF DONNA L. ROBERTS IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

1. My name is Donna L. Roberts. I am an attorney with the law firm of Stites & Harbison, PLLC, and I am licensed to practice law in the State of Tennessee, and admitted to practice before the United States District Court for the Middle District of Tennessee.

2. I have first-hand knowledge of the facts set forth herein.

3. My firm has been retained to represent Fifth Third Bank, N.A., ("Fifth Third").

4. I am submitting this affidavit in support of Plaintiff's Motion for Summary Judgment against the defendant Donald R. DePriest (the "Defendant" or "DePriest").

5. The forbearance agreement (the "Agreement") executed by Defendant provides for the recovery of attorney fees incurred by Fifth Third due to a default by Defendant with respect to his obligations to the Fifth Third. This includes attorney fees incurred as part of the cost of collection. Specifically, the Agreement states:

Subject to the terms of this Agreement, Debtor agrees to pay on demand all of Lender's out-of-pocket costs and expenses, including attorney fees and expenses, during the Forbearance Period, incurred in connection with any of the following: (i) the negotiation and drafting of this Agreement or the enforcement of any rights hereunder or under the Note; (ii) any action, including the commencement of or participation in litigation, taken by Lender to assist in the collection of the Indebtedness or to enforce, protect, or perfect any rights or interests related thereto and any collateral therefore; (iii) any actions taken as part of protecting and/or defending Lender as a creditor in a bankruptcy or insolvency case, including without limitation the filing of claims, motions, for relief from stay, motions to dismiss, objections to sales of property, objections to proposed plans of reorganization, or objections or other responses to avoidance or other action related to Lender. Any rights to payment granted under this section are in addition to and not in lieu of any rights given under the Note, which shall be in no way limited hereunder.

A true and correct copy of the Agreement is attached hereto as Exhibit A.

6. I have personally, on several occasions, attempted to obtain payments through Mr. DePriest's counsel. No payments have been made since December 2008. On March 19, 2009, I served upon Defendant a notice of default. A true and correct copy of the Notice of Default is attached hereto as Exhibit B. Defendant did not respond to my letter.

7. My time has been spent in this case reviewing the loan and its history and drafting and revising a motion for summary judgment and supporting papers thereto. Further, the attorney in my firm who initially handled this case for Fifth Third, David T. Arens, spent time reviewing the loan and its history; drafting or revising drafts of Fifth Third's Complaint; drafting or revising drafts of the forbearance agreement entered into between the parties; and attempting to enforce the terms of the forbearance agreement. While Mr. Arens is no longer with the firm of Stites & Harbison PLLC, my review of the file confirms that he performed the work just described.

8. In awarding a fee, the Court may consider the following factors in accordance with Rule 1.5 of the Tennessee Rules of Professional Conduct:

(a) The Defendant did not file an answer to Fifth Third's Complaint within the time required by law, thus necessitating motions for extensions of the Initial Case Management Conference scheduled in this matter. Mr. Arens subsequently filed a motion on behalf of both parties seeking to stay the proceedings as the parties attempted a non-judicial resolution of Defendant's debt obligation to Fifth Third.

(b) I have researched and prepared a motion for summary judgment and supporting papers against the Defendant.

(c) As a result of the Defendant's default on the forbearance agreement, Fifth Third is seeking and may obtain a money judgment against the Defendant. Such a judgment may take years to collect. In my time as an attorney, I have observed that the attorney fees and expenses for work done after obtaining a judgment can substantially exceed the attorney fees and expenses incurred prior to obtaining the judgment. Post-judgment collection work is labor intensive, and there are often difficult issues involved. I believe that a high degree of skill is required to collect judgments.

(d) In light of the amount owed by the Defendant and the costs of not only obtaining a judgment against the Defendant, but also collecting on such a judgment, I believe that an award of attorney fees and expenses equal to fifteen percent (15%) of the amount of the outstanding principal balance owed by the Defendant is a reasonable fee. In collection actions involving negotiable instruments, it is reasonable and customary for plaintiff's counsel to be awarded attorney fees and expenses of up to *one-third* (33.3%) of the total amount owing, plus interest and costs. This is reasonable and customary for all such actions located within the Middle District of Tennessee. Here, Fifth Third only seeks to recover *fifteen percent* (15%) of the total amount owed by Defendant. The total amount of this fifteen percent award is \$38,552.32. A fifteen percent attorney fee in the

amount of \$38,552.32 is warranted not only to cover the fees and expenses incurred by Fifth Third to date, but also in light of the substantial fees and expenses that will be necessary to recover the amounts due and owing to Fifth Third. Civil judgments unrelated to this action against DePriest have been entered by other courts. Furthermore, it is likely that Defendant may attempt to file for protection under the provisions of Title 11 of the United States Bankruptcy Code, which would necessitate the filing of dischargeability actions by Fifth Third against Defendant. As a result, the post-judgment legal fees and expenses that Fifth Third will have to incur to collect on this default judgment against Defendant will likely be substantial.

(e) Tennessee case law indicates that a court is not required to award a percentage recovery even if the contract specifies, but the cases do not prohibit a percentage recovery and indicate that the Court should make these decisions based on the circumstances of each case. *See, e.g., Reagan v. Malone*, Case No. 03A01-9707-CH-00281, 1998 Tenn. App. LEXIS 299 (April 30, 1998); *Taylor v. T&N Office Equipment, Inc.*, Case No. 01A01-9609-CV-00411, 1997 Tenn. App. LEXIS 352 (May 23, 1997) (copies attached).

(f) Based on my experience, the fees charged by Stites & Harbison PLLC are customarily charged in Tennessee by other lawyers for similar legal services.

(g) Stites & Harbison PLLC has been representing Fifth Third for several years and often handles defaulted loans for Fifth Third in Tennessee.

9. On behalf of Fifth Third, I respectfully request an attorney fee equal to fifteen percent (15%) of the outstanding amount of the principal balance owed by the Defendant to Fifth Third to cover all fees and expenses of Fifth Third pre- and post-judgment, or \$38,552.32.

FURTHER THE AFFIANT SAYS NOT.

Donna L. Roberts
Donna L. Roberts

Sworn to and subscribed before me
this 2nd day of June, 2009.

Malinda K. Wilson

Notary Public

My Commission Expires: March 20, 2010



My Commission Expires MAR. 20, 2010

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by United States First Class Mail, postage prepaid, on this 2nd day of June, 2009 upon:

Donald R. DePriest 510 7 th Street North Columbus, MS 39701	David L. Sanders, Esq. 215 Fifth Street North P.O. Box 1366 Columbus, MS 39703
--	---

s/ Donna L. Roberts

Donna L. Roberts

16616N:081029:813957:2:NASHVILLE

[False representations. Compare to later forced disclosures of D. Depriest as co-controller spouse, and his and S Depriests affiliates, attributable gross revenues, etc. That continued in the long form, and pleadings opposing our petition to deny and petitions for reconsideration. And into the FCC investigations.]

Before the
FEDERAL COMMUNICATIONS COMMISSION
 Washington, D.C. 20554

In the Matter of)	
)	
Maritime Communications/Land Mobile, LLC)	
)	
Form 175 for Auction No. 61)	File Number 0002191807
)	

Marlene H. Dortch, Secretary
 Federal Communications Commission

Attention: Chief, Auctions & Spectrum Access Division
 Chief, Wireless Telecommunications Bureau

Response to Section 1.41 Request

Maritime Communications/Land Mobile, LLC (MCLM), by its attorney and pursuant to Section 1.41 of the Commission's Rules, hereby respectfully files its Response to the Section 1.41 Request (Request) filed in the above captioned matter by AMTS Consortium, LLC (AMTSC) and Intelligent Transportation & Monitoring Wireless, LLC (ITL) (collectively, Havens) in the above captioned matter. In support of its position, MCLM shows the following.

Havens' Request is procedurally flawed. The Commission accepted MCLM's Form 175 filing and permitted MCLM to participate in Auction 61. Havens waited until commencement of the auction in a transparent attempt to intimidate, distract and harass MCLM in the bidding process. The fact that the Commission does not provide for the filing of protests to Form 175 applications is clearly intended to prevent such intimidation, distraction, and harassment during the course of an ongoing auction. Havens proper course would have been to object to MCLM's long form application in a timely manner, which he will have ample opportunity to do at an

appropriate time. Bidders should be free from such underhanded techniques during the bidding process itself. This is the reason the Commission has placed the short form and long form filing windows before and after the auction, so that bidders like MCLM can focus on competitive bidding rather than on responding to scurrilous allegations such as Havens'. Having been forced to consider and respond to Havens' complaints now, the Commission should in the future pay no attention to any attempt by Havens to raise the same or similar issues in any petition to deny MCLM's long form application.

Havens' state court complaint against Mobex Network Services, LLC (Mobex) is another example of bidder intimidation by Havens. Havens knows that MCLM plans to purchase the Mobex incumbent licenses upon approval by the Commission. Mobex is not a participant in Auction 61 and the mere filing of a state court complaint by Havens against Mobex is not evidence relevant to MCLM's participation in Auction 61. It is, however, evidence of Havens' efforts to intimidate, harass and distract MCLM during the bidding process.

Havens' Section 1.41 Request provided no evidence, whatsoever, of the violation of any Commission rule by MCLM. In fact, the ownership of S/RJW Partnership, Ltd. (S/RJW) and of Communications Investments, Inc. (ComI) was accurately reported to the Commission in MCLM's Form 175 application. The Commission is hereby advised that S/RJW and ComI have updated their records with the States of Delaware and Mississippi to reflect their information correctly reported to the Commission in MCLM's Form 175.

Havens failed to demonstrate that MCLM did not disclose all attributable interests. His repeated, gross speculations did not provide any reasonable basis for the Commission to inquire of MCLM.

Havens did not show that National Rural Telecommunications Cooperative (NRTC) had any affiliation with MCLM which would require the attribution of NRTC revenues to MCLM. In fact, NRTC has no such affiliation.¹ In its filing of its Form 175, MCLM disclosed the existence of a potential lease agreement with NRTC; this disclosure was made out of an abundance of caution. As shown by the attached declaration of Jack Harvey, Senior Vice President, Business Operations for NRTC, no final agreement has been reached, and negotiations are continuing. As stated in MCLM's Form 175 application, the potential agreement between MCLM and NRTC looks toward entry into one or more spectrum lease agreements with NRTC or its individual members of some of the spectrum which MCLM won at auction. Stated more simply, the agreement contemplates NRTC or its members becoming customers of MCLM, not affiliates. MCLM will retain full control of any authorization which it won at auction.

MCLM has filed an application for consent to assignment of certain licenses from Mobex. MCLM does not own or control Mobex. Again, Havens has his facts all wrong.

¹ Havens' obvious disappointment at his not reaching an agreement with NRTC does not form a basis for Havens to complain about a relationship between MCLM and NRTC.

Contrary to Havens' allegations, Mobex and Clarity GenPar, LLC did not consummate a potential transfer of control transaction. In fact, as shown by the attached letter from the Commission, on June 30, 2005, the Commission properly rescinded the prior grant of its consent to the proposed transfer of control of Mobex to Clarity GenPar, LLC.

Moreover, Havens baselessly claimed that MCLM and Paging Systems, Inc. have a "joint venture" relationship. MCLM has no ownership relationship, joint venture relationship, or management relationship, whatsoever, with Paging Systems, Inc.

Despite Havens' protestations, under the Commission's spousal attribution rule, 47 C.F.R. §2.110(c)(5)(iii)(A), the revenues of one spouse are not automatically attributed to the other spouse. Neither is mere involvement in an entity by one spouse attributable to the other spouse. Havens did not demonstrate that Donald R. DePriest owned or controlled any interest which must be attributed to Sandra L. DePriest. Nor did Havens demonstrate that Donald R. DePriest serves as the majority or otherwise as the controlling element of the board of directors and/or the management of another entity.²

Havens speculated; he showed nothing concrete against MCLM. His "pleading" was unsupported by anything by guesswork. It was meant only to intimidate, distract, and harass

² The "affiliation through common management rule" provides that "affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another entity," 47 C.F.R. §1.2110(c)(5)(vii).

another auction participant at the outset of a simultaneous, multiple round auction. Moreover, Havens' tired assertions against Mobex are entirely irrelevant to the auction participation of MCLM.³

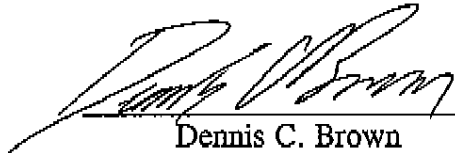
The Commission should be more proactive in reigning in Havens' type of behavior in auctions and other Commission proceedings. To prevent further such harassment filings, MCLM recommends that the Commission require Havens to first seek leave from the Commission before any future filings are permitted involving MCLM.

³ It would appear that Havens' allegations concerning a joint-venture relationship between Mobex and Paging Systems, Inc. are merely an untimely attempt to launch a collateral attack on Mobex's assignment of authorization application. Havens had his chance to say whatever he desired to say concerning Paging Systems, Inc. in his petition to deny Mobex's application. None of it is relevant here.

Conclusion

For all the foregoing reasons, MCLM respectfully requests that the Commission disregard and dismiss Havens' Section 1.41 Request. MCLM further requests that the Commission require Havens to seek leave to file any protest against MCLM in the future, including against MCLM's long form application, any assignment of authorization from Mobex to MCLM, or any other matter involving MCLM.

Respectfully submitted,
MARITIME COMMUNICATIONS/
LAND MOBILE, LLC


Dennis C. Brown

8124 Cooke Court, Suite 201
Manassas, Virginia 20109-7406
703/365-9436

Dated: August 22, 2005



Federal Communications Commission
Wireless Telecommunications Bureau
1270 Fairfield Road
Gettysburg, PA 17325-7245

APPLICATION DISMISSAL LETTER

MOBEX COMMUNICATIONS, INC.
SUITE 630, 1725 DUKE STREET
ALEXANDRIA, VA 22314

Date: 06/30/2005
Reference Number: 3590148

The application file number is: 0001932509

The Commission has rescinded its consent for this application for assignment of authorization / transfer of control and the application is dismissed for failure to timely file pursuant to Section 1.934(a) and for failure to notify the Commission of consummation or to request an extension of time to consummate pursuant to Section 1.948(d).

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC**

In the Matter of)	
)	
Auction 61 for Automated Maritime)	
Telecommunications System Geographic)	
Area Licenses)	File No. _____
)	
Participation by)	
AMTS Consortium)	
and Intelligent Transportation &)	
Monitoring Wireless)	

To: The Commission

DECLARATION OF JACK HARVEY

I, Jack Harvey, have reviewed the Section 1.41 Request (Request) filed by Warren C. Havens in the above-captioned proceeding on August 8, 2005, which mischaracterizes the nature of the relationship between Maritime Communications/Land Mobile, LLC (MCLM) and the National Rural Telecommunications Cooperative (NRTC). I have been requested by MCLM to submit this Declaration clarifying our relationship, which I understand will be appended to MCLM's response to Mr. Havens' Request.¹

I declare under penalty of perjury that the following is true and correct.

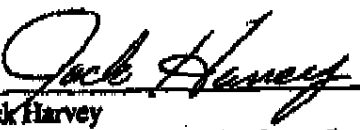
1. I am the Senior Vice President, Business Operations, for NRTC, which represents the advanced telecommunications and information technology interests of more than 1,200 rural utilities and affiliates in 47 states.
2. NRTC's mission is to lead and support its members by delivering telecommunications solutions to strengthen member businesses, promote economic development, and improve the quality of life in rural America.
3. Among other responsibilities in my position as Senior Vice President, Business Operations, I review and report to NRTC and its members on new business opportunities, negotiate national contracts for NRTC and its members, support business solutions which expand NRTC's and our members' existing service offerings, and aggregate our members' individual buying power in an effort to promote the delivery of advanced telecommunications solutions to rural America.

¹ I do not respond in this Declaration to every unfounded allegation in the Request.

4. I am familiar with the wireless spectrum associated with the Automated Maritime Telecommunications System (AMTS) and the Commission's Auction 61 for AMTS spectrum (the "Auction").
5. Prior to the Auction's short-form application (FCC Form 175) filing window deadline of June 9, 2005, I was engaged on behalf of NRTC in discussions with MCLM regarding MCLM's existing AMTS spectrum holdings and the upcoming Auction, which ultimately resulted in the drafting of a proposed memorandum of understanding between MCLM and NRTC (Proposed MOU).
6. I understood that the Proposed MOU was nonbinding and created no legally enforceable rights or obligations for either NRTC or MCLM.
7. NRTC and MCLM never finalized their negotiations, and the Proposed MOU was never executed by either NRTC or MCLM.
8. The Proposed MOU contemplated the future negotiation of a spectrum lease arrangement, whereby NRTC would lease AMTS spectrum currently held by MCLM or obtained by MCLM in the Auction (Proposed Lease) on terms and conditions to be determined.
9. NRTC's rights under the Proposed Lease would have been limited to leasing from MCLM the use of certain AMTS spectrum licensed to MCLM, whether obtained through the Auction or otherwise.
10. Under the Proposed Lease, NRTC had no right to become the licensee of or to obtain any licensee interests in any of MCLM's AMTS licenses, whether through assignment, transfer, partitioning or disaggregation. All of the AMTS spectrum that would have been subject to the Proposed Lease would have remained solely in MCLM's possession and control as licensee.
11. NRTC and MCLM continue to negotiate the terms and conditions of NRTC's possible lease of MCLM's AMTS spectrum but have not reached any final agreement.
12. Despite the fact that the Proposed MOU was never executed by NRTC or MCLM, I understand that the discussions between NRTC and MCLM were publicly disclosed by MCLM in MCLM's FCC Form 175.
13. NRTC and MCLM are not affiliates and share no identity of interests. Neither controls the other, directly or indirectly, or has the power to do so.
14. NRTC did not participate as a bidder in the Auction.

Executed on August 18, 2005.

FURTHER AFFIANT SAYETH NOT.


Jack Harvey
Senior Vice President, Business Operations
National Rural Telecommunications Cooperative
2121 Cooperative Way, Suite 500
Herndon, VA 20171

DECLARATION

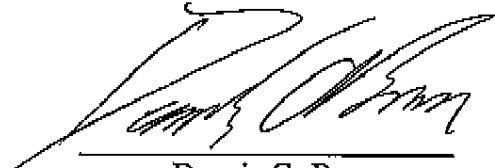
I declare under penalty of perjury that the foregoing is true and correct. Executed on
August 22, 2005.


Sandra M. DePriest

CERTIFICATE OF SERVICE

I hereby certify that on this twenty-second day of August, 2005 I served a copy of the foregoing Response to Section 1.41 Request on the following person by placing a copy in the United States Mail, first-class postage prepaid to:

Warren C. Havens, President
AMTS Consortium, LLC
Intelligent Transportation & Monitoring Wireless, LLC
2649 Benvenue Avenue, Suites 2 and 3
Berkeley, California 94704


Dennis C. Brown